The Bombay Gazette.

No. 7,578.—New Series. BOMBAY :—TUESDAY, JUNE 28 1870. Annual Subscription in Advance...Rupees Fifty-T

THE BOMBAY GAZETTE.

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In the Native Language, double the above.

Domestic Occurrences, Each—Rupee 1.

All Cheques, Money Orders and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch Steamers as above, with Mails, Passengers, and Cargo, every fourteen days.

The Steam ship HIMALAYA, 1,241 tons, 250 H.P., Commander J. E. Aylmer, will be despatched on the 5th July 1870 at noon.

Leave Bombay	July.		July.
,, Carwar	7	Leave Madras	15
,, Mangalore	9	,, Pondicherry	18
,, Tellicherry	10	,, Coconada	20
,, Cochin	11	,, Vizagapatam	21
,, Galle	12	,, Bimlipatam	21
,, Nagapatam	14	,, Gopalpore	22
		,, False Point	23
		Arrive Calcutta	24

During the S. W. Monsoon viz. from the beginning of June to the end of August, the steamers do not communicate with the ports of Ratnagherry, Vingorla, Mangalore, Cannanore, Tellicherry, Calicut, Beypore, and Cochin, but passengers for those ports and the Neilgherries will be landed at Karwar, situated north of Cochin from where they may proceed by back water to stations on the Madras Railway.

Passengers for Calcutta can take the same route, picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

Underchanging Cargo and Passengers at Bussorah, to and from Baghdad, with the Euphrates and Tigris Steam Navigation Company.)

THE British India Steam Navigation Company (Limited) under contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at Kurrachee, Gwadur, Muscat, Bunder Abbas, Lingah, Bushire, Feo, Mahomerah, and Bussorah.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE British India Steam Navigation Company (Limited), under connection with the Weekly Service from England, despatch a Steamer to Kurrachee every Saturday at 4 P.M.

The Steam-ship MARTABAN, 515 Tons, 110 H.P., Commander W. A. Hibbert, will be despatched on the 1st July 1870, at 4 P.M.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

FOR LIVERPOOL, VIA SUEZ CANAL.

THE British India Steam Navigation Company's S.S. ARABIA, 1,022 tons, 200 H.P., will be despatched for Liverpool via the Suez Canal on or about the 25th June 1870.

For freight and passage apply to

W. NICOL & Co., Agents.

MESSRS. THOMAS & JAMES HARRISON'S LINE OF STEAMERS VIA SUEZ CANAL.

THE new first class Steam Ship HISTORIAN, 1,750 tons register, 250 H.P., Captain Turton, will sail for Liverpool on the 9th July, and has superior accommodation for first class passengers. She carries a STEWARDESS.

RATES OF PASSAGE.

To Suez	£ 35	Exclusive of Wines, &c., which can be had on board.
,, Port Said	£ 35	
,, Liverpool	£ 45	

Apply to WALLACE & Co., Agents

N.B.—The HISTORIAN, on her outward (fine) voyage made one of the fastest passages on record.

STEAM COMMUNICATION WITH ITALY, VIA THE SUEZ CANAL.

(Direct Service between Bombay, Messina, Naples, Leghorn, and Genoa.)

THE Italian Steam Navigation Company of Messrs. R. RUBATTINO & Co., under contract with the Italian Government, for carrying the Royal Mails between Italy, Sardinia, Corsica, Sicily, Archipelago-Toscano, Tunis and Alexandria, have resolved to run, for the present, MONTHLY STEAMERS from Bombay to the above Ports, for which purpose four new English-built First Class Steamers of 2,000 Tons each, have been constructed in England with special regard to all the requirements of the Passenger Trade with India.

The steamers will leave this Port about the end of each month until further notice.

PASSENGER RATES.

(Inclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.	3rd Class.	
To Aden	£ 25	£ 15	£ 5	Without Food
,, Suez	£ 40	£ 24	£ 9	
,, Messina	£ 48	£ 33	£ 14	Including Wine
,, Naples	£ 50	£ 35	£ 15	
,, Leghorn	£ 53	£ 36	£ 15	
,, Genoa	£ 53	£ 36	£ 15	

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Passengers are allowed to break the voyage at any of the above named Mediterranean Ports, and are free to proceed by any of the Company's vessels to the port of destination marked on their Ticket.

Berths may be secured in advance by depositing half the amount of fare.

In accordance with the above, the first of the Steamers which have been built for this line, the INDIA, 2,000 tons, affording unrivalled facilities for the comfort of passengers, will be despatched from Bombay in the first days of July.

The s.s. INDIA has 52 first and 40 second class berths.

For prospectus and rates of freight apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 8th June 1870.

NEW OVERLAND ROUTE
(via SUEZ CANAL.)

DIRECT SERVICE BETWEEN BOMBAY and MARSEILLES, touching at ADEN, SUEZ, ISMAILIA, PORT SAID, and ALEXANDRIA (in case of need), and MARSEILLES.

LA COMPAGNIE MARSEILLAISE DE NAVIGATION A VAPEUR.—MARC FRAISSINET PERE and FILS will DESPATCH STEAMERS MONTHLY from BOMBAY to MARSEILLES, via the SUEZ CANAL.

Passage.—The Company undertake to grant through Bills of Lading for the above, and most other Continental Ports and also to Liverpool. They have further made arrangements to forward Cotton at a through rate from Bombay to the principal towns in France, Germany, Switzerland, Italy, Belgium, and Spain.

Freight on Goods shipped to Europe to be payable at destination.

Insurance may be effected on very moderate terms, under the Company's Floating Policy, on goods shipped to the Continent by their own Steamers. Premiums of Insurance from Bombay to Marseilles ½ per cent.

The undersigned are further prepared to receive Merchandize from up-country, and to forward same to any part of Europe.

PASSENGER RATES.

(Inclusive of Wines, and all Transit Fees through the Canal.)

	1st Class.	2nd Class.	Deck.	
To Aden	£ 25	£ 15	£ 5	Without food
,, Suez	£ 40	£ 22-10	£ 9	
,, Port Said	£ 42	£ 24	£ 9	
,, Marseilles	£ 56	£ 36	£ 14	

Children over three and under ten years of age, half fare.

The Company issue Return Tickets available for six months, at a reduction of 20 per cent on the cost of the Return Passage.

The Steamers carry both Doctor and Stewardess.

Despatches from Marseilles on the 1st and from Bombay about the 17th of each month.

Owing to the Monsoon, the departures fixed for July and August have been suspended.

The fine Steam Ship EUROPE, 3,500 tons, Captain Martino, will be despatched on or about the 7th September next.

For further particulars, rates of freight, &c., apply to

KUNKLER, PREISWERCK, & Co., Agents.

Elphinstone Circle, 6th June 1870.

FOR LONDON via HAVRE.
(To follow the COSPATRICK.)

THE A. 1. Composite clipper Ship DILAWAR, 1306 tons register, James R. Ralph, Commander. This vessel has excellent accommodation for first class passengers.

For particulars as to rates of freight and passage apply to

W. NICOL & Co., Agents.

Bombay, 15th June 1870.

NOTICE.—Consignees of CARGO per Ship HOUR, arrived from Liverpool, are requested to DESPATCH BOATS at once to take delivery; otherwise the same will be landed by the Captain, without further intimation, at the risk and expense of the concerned.

CURSETJEE MUNCHERJEE'S SONS,
Agents for Ship Hour.

Bombay, 22nd June 1870.

SHIPPING.

OVERLAND FREIGHT ROUTE
VIA SUEZ CANAL.

THE Bombay and Bengal Steam Ship Company, take cargo to Liverpool, London, and Havre, via the Canal.

Rates of Fare for Passengers.

To Liverpool via Suez Canal—1st class £50; 2nd class £35. } Exclusive of Wines.
To Suez—1st class £40; 2nd class £22 10s. }
To Trieste (exclusive of Transit)—1st class £53; 2nd class £34.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London; Messrs. Ted, Kennard & Co., Liverpool; Messrs. Ted, Rathborne & Co., Alexandria; or to the undersigned in Bombay.

STEARNS, HOBART, & Co.

Bombay, 8th June 1870.

OVERLAND PASSENGERS.

Gentlemen proceeding Home will find all that is requisite in the following detailed list; the Goods being made specially for the passage and Home wear:—

REQUIREMENTS.

4 Dozen Silk and Wool Shirts.	1 Rug with straps.
3 ,, Under Vests.	1 Maud.
2 ,, Linen Collars.	1 Inverness Cape.
1 ,, Fine Cotton Socks.	1 Hand Portmanteau.
1 ,, Fine Merino Socks.	2 Overland Trunks.
1 ,, Fine Merino Drawers.	1 Clothes Bag.
1 ,, Colored Handkerchiefs.	1 Travelling Hat.
1 ,, White Cambric.	1 Counter Bag.
1 Overland Suit.	1 Easy Chair.
2 Blessing Suits.	1 Umbrella.
2 Pairs of Kid Gloves.	1 Pair of Brushes.
6 Scarfs and Ties.	Ladies' Overland Trunks.

Return Fares.—First class Passengers embarking from India by the P. and O. Co.'s Steamer within six months of their arrival from England, and *vice versa*, will be allowed a reduction of 20 per cent. on the Return Passage Money.

Bombay. BADHAM & Co., Apollo House.

NOTICE.—Consignees of CARGO per Steamer H. A. BRIGHTMAN, arrived from Bordeaux, are informed that all goods are now being landed in conformity with the Bills of Lading, and are by order of the Custom House authorities being stored in the Apollo Bonded Warehouse, where they will lie at the risk and expense of their Consignees.

Bills of Lading and Delivery Orders to be sent to us for signature.

BLACKWELL & Co.,
Agents for Captain Ward, s. s. H. A. Brightman.

Bombay, 24th June 1870.

NEW ADVERTISEMENTS.

Now Ready,

BOMBAY GAZETTE OVERLAND SUMMARY,

The Bombay Gazette Overland Summary, prepared for despatch by each Overland Mail for Europe, contains, in addition to all the News of the Week, a specially-written Market and Freight Report, and a well-digested Summary of Events.

Annual Subscription (in advance) Rs. 12
Single Copy.....Annas 4
"Bombay Gazette" Office, Meadow Street, Fort.

NOTICE.—Consignees of CARGO per ship PERUVIAN CONGRESS, from Liverpool, are requested to DESPATCH BOATS at once to take delivery; otherwise the same will be landed by the Captain, without further intimation, at the risk and expense of the concerned.

NANABHOY & SORABJEE,
Agents for Captain of the Ship Peruvian Congress.

Bombay, 27th June 1870.

NOTICE.—The TRANSFER REGISTERS of the Port Canning Land, Investment, Reclamation and Dock Company, Limited, WILL BE CLOSED from the 1st to the 14th day of JULY 1870, both days inclusive.

By order of the Board,
W. A. SHEPPARD, Officiating Secretary.

TO the JUSTICES of the PEACE for the CITY of BOMBAY.—I hereby give Notice, that a QUARTERLY MEETING of the JUSTICES of the PEACE for the CITY of BOMBAY WILL BE HELD in the Durbar Room, Town Hall, on WEDNESDAY, the 6th day of July 1870, at 3 o'clock in the afternoon, precisely, to consider the following business, viz.:—

1. A Memorandum from the Under-Secretary to Government (General Department) No. 1137, dated 13th May 1870, forwarding Copy of a Government letter No. 1125, appointing Captain Hector Tulloch Executive Engineer of the Bombay Municipality.
2. "To appoint Clerk to the Justices in the place of the late Mr. C. E. Stanger Leathes.
3. Such part of Government Resolution No. 17 C. W.—72, dated 31st March 1870, as relates to the subject of the Water Supply of Bombay, with a Memorandum from the Municipal Commissioner on the subject.

F. STANGER LEATHES,
Acting Clerk to the Justices of the Peace for the City of Bombay.

Bombay, Town Hall, 27th June 1870.

BOMBAY, BARODA, & CENTRAL INDIA RAILWAY.—On and after the 1st proximo, and during the monsoon months, NO PIECE-GOODS, TWIST, or other Manufactured Articles liable to be damaged by wet WILL BE RECEIVED for CONVEYANCE unless each package is dammed.

General Offices, Fort, 27th June 1870. J. R. DUNBURY, Traffic Manager.

WANTED, three pleasantly situated and tolerable sized ROOMS in a healthy locality, not far from the Fort, with BOARD and STABLING.—Apply to CHESSON and WOODHALL.

Bombay, 27th June 1870.

AUCTION SALE of COMPTA COTTON.—THIS DAY, TUESDAY, the 28th instant, at 4 P.M., Messrs. BENNETT & Co. are instructed to SELL by PUBLIC AUCTION, at Mandvee Bunder, in the Godown of the Colaba Press Company, by order of Ruttonsey Pooma & Co., on account and at the risk of the last purchaser, Heerjee Moorjee & Co.—

121 Dockras of COMPTA COTTON, Sella Bhella.

THOMAS D. MARSHALL'S GENTLEMEN'S FIRST-CLASS BOOTS at Moderate Prices for Cash.

THE 1870 ILLUSTRATED CATALOGUE POST FREE TO INDIA.

THE GENTLEMAN'S GUINEA ELASTIC BOOTS.

Calf for Walking, or Patent Leather for Dress, free to India by sample post on receipt of remittance for 22s., and a paper pattern size of sole. Remittances to be crossed "Bank of England."

THOMAS D. MARSHALL,
192, Oxford Street, London, W.

S. C. HOCKNELL & Co., East India, China, and Japan Merchants and Agents.

32, NEW BROAD STREET, LONDON, E.C.

Messrs. S. C. Hocknell & Co., having a thorough practical knowledge of the English and Foreign Markets, together with twenty years' experience with the Indian Markets and the Parties trading there in particular, beg to offer their services to English and Native Merchants of good standing, and promise not only that full justice shall be paid to the execution of all indents and consignments of produce entrusted to their care, but that the same shall be attended to with promptness and despatch, Terms of business as usual.

Bankers—Messrs. Prescott, Grote, Cave and Cave.

ELEGANT PERSONAL REQUISITES.—Under the Patronage of Royalty and the Aristocracy of Europe.

ROWLANDS' MACCASSAR OIL.

This Elegant and Fragrant Oil possesses wonderfully nourishing powers for promoting the growth, and restoring and beautifying the Human Hair. It prevents it from falling off or turning thin—cleanses it from Scurf and Dandriff—and makes it beautifully soft, pliable, and glossy. For Children it is especially recommended as forming the basis of a beautiful head of hair

ROWLANDS' KALYDOR.

This Royally-patronised and Ladies'-esteemed Specific produces a healthy purity of Complexion, and renders the Skin Soft, Clean and Blooming. It also exerts the most soothing, cooling, and purifying action on the skin, and eradicates Freckles, Tan, Pimples, Spots, Discolorations, and other Cutaneous Visitations.

WHITE and SOUND TEETH are indispensable to personal attractions, and to health and longevity by the proper mastication of food.

ROWLANDS' ODONTO,
OR PEARL DENTIFRICE,

compounded of Oriental Ingredients, is of inestimable value in preserving and beautifying the Teeth, strengthening the Gums, and in giving a pleasing fragrance to the Breath. It eradicates Tartar from the Teeth, removes spots of incipient decay, and polishes and preserves the Enamel, to which it imparts a Pearl-like Whiteness.

Sold by all respectable Chemists and Bazaar-dealers in India. Ask for Rowlands' articles, and beware of Spurious Imitations.

CROSSE & BLACKWELL'S CELEBRATED OILMEN'S STORES, ALL OF SUPERIOR QUALITY.

Pickles, Sauces, Syrups.
Jams, in tins and jars.
Orange Marmalade.
Tart Fruits, Dessert Fruits.
Mustard, Vinegar.
Potted Meats and Fish.
Preserved Fresh Salmon.
Kippered Salmons and Herrings.
Pickled Salmon.
Fresh and Lochfyne Herrings.
Fried Soles.
Fresh and Findon Haddocks.
Pure Salad Oil
Soups, in Pint and Quart Tins.
Preserved Meats in Tins.
Preserved Meats and Cheese.
Preserved Bacon.
Oxford and Cambridge Sausages.
Bologna Sausages.
Yorkshire Game Pates.
Yorkshire Pork Pates.
Galantines.
Tongues, Ox, Ham, Poultry.
Plum Puddings.
Lea and Perrins' Worcestershire Sauce.

FRESH SUPPLIES OF THE ABOVE MAY ALWAYS BE HAD FROM EVERY STOREKEEPER IN INDIA.

CAUTION.

To prevent the fraud of refilling the bottles or jars with native productions, they should INVARIABLY BE DESTROYED when empty. Goods should always be examined upon delivery, to detect any attempt at substitution of articles of inferior brands.

CROSSE & BLACKWELL,
PURVEYORS TO THE QUEEN, THE EMPEROR OF THE FRENCH, AND THE KING OF THE BELGIANS.
Soho Square, London

At the Paris Exhibition of 1867, THREE Prize Medals awarded to CROSSE & BLACKWELL for the marked superiority of their productions.

NOTICES.

CHARTERED BANK of INDIA, AUSTRALIA, and CHINA.—After the 30th June next NO INTEREST will be allowed on CURRENT DEPOSIT ACCOUNTS at this Agency.

By order of the Court of Directors,
J. SIMPSON,
Acting Agent.

Bombay, 17th June 1870.

ALBERT POLICY-HOLDERS are requested to communicate with the undersigned before joining any other Office.

C. H. OGBOURNE.

5, Chowringhee Road, Calcutta, 29th May 1870.

ALBERT LIFE ASSURANCE COMPANY (IN LIQUIDATION).—The undersigned having been appointed ATTORNEY in India for the Official Liquidators, with the sanction of the Court of Chancery, all Communications on Liquidation business should be addressed to him.

C. H. OGBOURNE,
Attorney for the Official Liquidators.

Calcutta, 8th June 1870.

ALBERT LIFE ASSURANCE COMPANY.

At a large MEETING of POLICYHOLDERS of the ALBERT LIFE ASSURANCE COMPANY and its ASSOCIATED OFFICES to-day, Mr. JAMES THOMSON in the Chair, the following RESOLUTIONS were adopted:—

1. "That the Policyholders approve and accept the scheme of reconstruction prepared by the Committee of Policyholders, Annuitants, and shareholders in the Albert Life Assurance Company, and now submitted to the Meeting, subject to such modifications as may be found expedient, and be sanctioned by the Court of Chancery."

2. "That this Meeting earnestly impress upon the Policyholders the importance of sending in their individual assents to the settlement as speedily as possible, so as to strengthen the hands of the Committee in carrying the same into effect."

3. "That the Policyholders consider it desirable and agree to pay the premiums due on their respective Policies to an account to be opened at the Bank of England and the Agra Bank, Limited, in the names of Messrs. Thomson, Bell, and Major-General Cunningham, three of the Members of the Committee of Policyholders, Annuitants, and Shareholders in the Albert Life Assurance Company; the premiums to be returned, in case the Scheme of Reconstruction should not be carried out, without deduction of any kind."—*Times*, 28th April 1870.

The "AGRA BANK, Limited, is PREPARED to RECEIVE PREMIA on Policies in the above Company, in terms of the foregoing Resolutions.

EDWARD MORRIS,
Manager, Bombay Branch.

Bombay, 1st June 1870.

THE LONDON, ASIATIC and AMERICAN COMPANY (Limited).—NOTICE is hereby given, that a DIVIDEND, at the rate of seven and a half (7½) per cent., for the half year ending 31st December 1869, WILL BE PAID to those Shareholders whose names appear on the Bombay Register, on application to the undersigned.

C. E. BENN, Joint Manager,
The London, Asiatic and American Company, Limited.
Elphinstone Circle, Bombay, 24th June 1870.

VICTORIA COTTON GIN and PRESS COMPANY (Limited).—NOTICE is hereby given, that the SIXTH ANNUAL GENERAL MEETING of the Shareholders of the above Company will be HELD on THURSDAY, the 30th day of June 1870, at the Registered Offices of the Company, Aumjiel Bagh, Broach, at 3 o'clock P.M. precisely, for the transaction of the following and any other business that may be brought forward:—

1st To receive the Report of the Directors on the working of the Mills for the past Year.
2nd To declare a Dividend.
3rd To elect Directors in place of those retiring.
4th To appoint an Auditor and fix his remuneration.
5th To consider and, if approved of, to pass a Resolution empowering the Directors to reduce the Capital of the Company by repayment to the shareholders.

GREAVES, COTTON, & Co.,
Secretaries and Treasurers.

14th June 1870.

COMPAGNIE LYONNAISE D'ASSURANCES MARITIMES—LYONS.—The undersigned having been appointed AGENTS of the above-mentioned MARINE INSURANCE COMPANY are now prepared to accept Risks and grant Policies on every kind of Produce, either by Steamer or by Sailing Vessel to any Port.

All risks accepted by the Compagnie Lyonnaise d'Assurances Maritimes are participated in equally by the following old-established French Companies, viz.:

Le Lloyd Francais, established 38 years.
La Compagnie Francaise, established 10 years.

Bombay, 19th April 1870. GADDUM & Co.

YANG-TZE INSURANCE ASSOCIATION OF SHANGHAI.

Policies granted on MARINE RISKS from Bombay to China and Japan at current rates.

In addition to the usual brokerage, the Secretaries of this Association, Messrs. Russell & Co., Shanghai, return to the assured TWENTY PER CENT OF ITS YEARLY PROFITS, (lately 1'60, RATA TO [illegible] Capital.

Bombay, 6th June 1870.

ELPHINSTONE LAND and PRESS COMPANY, Limited, (in Liquidation)—

SECOND DISTRIBUTION OF ASSETS.

NOTICE.—FORTY RUPEES on each Old Share and TWENTY-SIX RUPEES on each New Share, in the Company WILL BE PAID in Cash to the registered holders thereof, respectively on presentation by them of their Share Certificates at the Office of the undersigned on and after MONDAY, the 4th day of July 1870.

W. NICOL,
H. MAXWELL,
W. G. HALL,
Liquidators.

Elphinstone Circle, Bombay, 20th June 1870.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

In the matter of the Indian Companies Act 1866, and of the ELPHINSTONE LAND and PRESS COMPANY, Limited (in Liquidation), WILLIAM NICOL, HAMILTON MAXWELL and WILLIAM GILMOUR HALL, Liquidators of the said Company, Petitioners.

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

UPON the Petition of the abovenamed Petitioners, Liquidators of the abovenamed Company, on THIS DAY preferred unto the Honorable Mr. Justice Bayley, and upon hearing Mr. Macpherson, being of Counsel for the said Liquidators, and upon reading the said Petition duly declared upon the Seventh day of June, instant, and the affidavit of William Gilmour Hall, sworn upon the Seventh day of June, instant, and filed upon this day, this Court doth fix the Seventh day of September 1870 as the day on or before which Creditors of the said Company are to prove their debts or claims or to be excluded from the benefit of any distribution made before such debts or claims are proved. And this Court doth order that the said Liquidators be and they are hereby authorised to issue advertisements requiring the creditors of the said Company on or before the said Seventh day of September 1870 to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their Attorneys if any, to the Petitioners, or to the 7th day of September next, and to come in and prove their said debts or claims on or before the said 7th day of September; and notice is hereby further given, that in default of such creditors and claimants complying with the requisitions of the above Notice, such creditors and claimants will be excluded from the benefit of any distribution made before such debts or claims are proved.—Dated this 18th day of June 1870.

W. NICOL,
H. MAXWELL,
W. G. HALL,
Liquidators.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

In the matter of Act XXVIII. of 1865 of the Legislative Council of India, and in the matter of SORABJEE PESTONJEE FRAMJEE, NOWROJEE NANABHOY FRAMJEE, and MERWANJEE JAMSETJEE JAMSETJEE, Parsee Inhabitants, who lately traded in Bombay, under the name, style and firm of SORABJEE and NOWROJEE NANABHOY, at Kurrachee, under the name, style, and firm of Messrs. MERWANJEE JAMSETJEE and COMPANY; and at London, under the name, style, and firm of Messrs. SORABJEE PESTONJEE FRAMJEE and COMPANY.

UPON reading the Petition of the abovenamed Traders, Sorabjee Pestonjee Framjee, Nowrojee Nanabhoy Framjee, and Merwanjee Jamsetjee, the affirmation of the said Traders made on the 14th day of June, instant, the certificate of the Trustees, Messrs. Alexander, James Shaw, and Cursondas Nensee, the affidavit of Keshowrao Raghoba, solemnly affirmed on the 14th day of June, instant, and on hearing Messrs. Dallas and Lynch, Attorneys for the said Traders, I do order that the said Traders, trading in Bombay under the style and firm of Sorabjee and Nowrojee Nanabhoy, be as such firm discharged under the provisions contained in Sections 23 and 24 of Act XXVIII. of 1865, unless any good and sufficient cause be shown to the contrary on the 5th day of July next, before the sitting of Judge, at his Chambers, Court House, at half-past ten o'clock in the forenoon; and I do further order that this Order be once advertised in the "Bombay Government Gazette," twice in the "Bombay Gazette," the "Times of India," the "Bombay Summachar," and the "Bombay Jami-Jamsheed."—Dated this 21st day of June 1870.

J. PHILIP GREEN.

DALLAS and LYNCH,
Attorneys for the Traders.

NOTICE.—Dr. MATHEW STOVELL, deceased.—Pursuant to Act XXVIII of 1865 of the Legislative Council of India, entitled, "The Trustees' and Mortgagees' Powers' Act 1865," NOTICE is hereby given, that all persons being Creditors of or otherwise having any Claims upon, or against, the Estate of MATHEW STOVELL, formerly of Bombay, but late of No. 66 Bolsize Park, Hampstead, in the County of Middlesex, Doctor of Medicine, Fellow of the Royal College of Physicians, Companion of the Star of India, deceased, who died on the 8th day of May in the year of our Lord 1870, and whose Personal Estate and Effects (with the Exemplification of the Probate of the last Will and Testament annexed) were on the 11th day of June 1870 granted by the Court of Judicature at Bombay to HENRY PRENTIS and HOWARD BISHOP, Esquires, presently residing at Bombay aforesaid, are required on or before the 12th day of July 1870 to send to Messrs. ACLAND, PRENTIS and BISHOP, of Bombay, Proctors for the said Administrators, the particulars of their Claims upon or against the said Estate; and that at the expiration of such time the Administrators will hand over the whole of the Assets of the said deceased to FREDERICK STOVELL, of Lime Street in the City of London, Ship Broker, and ALFRED STOVELL, of Mincing Lane, in the said City of London, Colonial Broker, (the Executors named in the said Will,) having regard only to the Claims of which they shall then have notice. All persons indebted to the deceased's Estate or having property of his in their hands are hereby required to pay their debts and hand over such property to the said Administrators.—Dated this 13th day of June 1870.

By the Court,
G. H. FARRAN,
Acting Prothonotary.

G. H. FARRAN,
The 17th day of June 1870.
RIMINGTON, HORE, & LAWRENCE,
Attorneys for Liquidators.

NOTICE is hereby given, that in accordance with the terms of the Order of the Honorable Justice Bayley, above set forth, all persons, creditors or claiming to be creditors of the Elphinstone Land and Press Company, Limited, are hereby required to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their attorneys if any, to the Petitioners, on or before the 7th day of September next, and to come in and prove their said debts or claims on or before the said 7th day of September; and notice is hereby further given, that in default of such creditors and claimants complying with the requisitions of the above Notice, such creditors and claimants will be excluded from the benefit of any distribution made before such debts or claims are proved.—Dated this 18th day of June 1870.

W. NICOL,
H. MAXWELL,
W. G. HALL,
Liquidators.

NOTICES.

BOMBAY and BENGAL STEAM SHIP COMPANY.—FACTORY, WARRE BUNDER, MAZAGON.—The undersigned, having a complete ENGINEERING PLANT, are prepared to UNDERTAKE all description of REPAIRS to STEAMERS, SHIPS, COTTON PRESSES, MILLS, &c., on moderate terms. For particulars apply to

STEARNS, HOBART, & Co.,
Elphinstone Circle,
Or A. THOMSON, Factory, Mazagon.

GREAT INDIAN PENINSULA RAILWAY.

CREATION OF £3,000,000 FURTHER CAPITAL.

NOTICE is hereby given, that by a Resolution of the Board of Directors, and under the Guarantee of Her Majesty's Secretary of State for India in Council, it has been resolved to create FURTHER CAPITAL required for the general purposes of the Company to the extent of £3,000,000 in 150,000 shares of £20 each, bearing interest at 5 per cent per annum.

These shares will be allotted to the Proprietors upon the Register this day at a premium of £1 per share in the proportion of one new share for every six old shares or 4120 Stock, and a deposit of £2 with the premium of £1 or Rs. 22-11-8 per share must be paid at the New Bank of Bombay (Limited) on or before the 30th July next.

The option of paying the shares in full and converting them into Capital Stock is given to the Proprietors, and a letter authorising the Bankers to receive the payment may be obtained on application at the Transfer Office of the Company.

Calls upon these shares cannot exceed £2 per share and an interval of three months must elapse between each Call.

A letter of allotment with directions for payment will be posted to each Proprietor on the 1st July 1870.

H. P. LE MESURIER, Agent.

Bombay, Company's Offices, Elphinstone Circle, 18th June 1870.

TO MERCHANTS.

For Sale, at the Bombay Gazette Office,
Price Rs. 11

STREET'S INDIAN and COLONIAL MERCANTILE DIRECTORY for 1870.

Containing the Trade Returns, Tariffs, Populations, names of the leading Merchants and Traders, and useful general information valuable to commercial men concerning the chief towns in India, Ceylon, China, Japan, the Eastern Archipelago, Mauritius, Australia, New Zealand, Tasmania, South Africa, Canada, British Columbia, South and Central America, West Indies, Mediterranean, and the United Kingdom.

In the Directory will be found particulars as to transit and passage rates, concise descriptions of each country and town, and principal products, banks and bank agents, &c., &c.

ALLAN'S CYCLONIAN WATERPROOF SUITS, made expressly to resist the severest weather, warranted not to stick together, and will last for years.

Black Coat, Leggings, and Cap	Rs. 30
Drab ditto ditto	,, 35

For Waterproof Suit send size of chest, height, and Cash.
A few Waterproof Saddle Covers.

A JOB LOT OF SCOTCH TWEED'S, at reduced prices for month of June.

Double breasted Coat and Trousers	Rs. 20
Fancy dark silk mixed Tweeds	,,
Double breasted Coat and Trousers	,, 30
Drab and Brown Alpine Hats	,, 5 to 6
Black Merino Cork lined Hats	,, 7

HOSIERY, English-made Shirts, Collars, and Fancy Ties, Merino and Woollen Hose, Merino and Wool Under Shirts, Cotton and Woollen Sleeping Suits, from Rs. 12 to Rs. 18.

SPLENDID LARGE CARPETS, 30 by 22, 10 by 7, and 6-3 by 4-6, Portmanteaus, Coupling Straps, Scotch Mauds and Rail Rugs.

Terms Cash.

17 Apollo Street. A. ALLAN.

VIA THE SUEZ CANAL.

MESSRS. BADHAM & Co. beg to call attention to a large and choice selection, in the following Departments, which are now ready for inspection:—

HATS.	Black and Drab Felts, all the new shapes.
COLLARS.	Dress Ditto.
SCARFS.	Three-fold Linen, all the new shapes.
COATINGS.	The latest Style, made up and to tie.
DAMASK.	Blue and Black, New Diagonals.
NAPKINS.	3/4 by 7/8 Single and Double Damask.
GAUZE UNDER VESTS.	Pure Gauze Merino and Badham's celebrated India Gauze.

Apollo House. BADHAM & Co.

MESSRS. BADHAM & COMPANY, APOLLO HOUSE, BOMBAY.

		Rs. a.	
BADHAM'S	Celebrated Wove Flannel Shirts	9 0	
BADHAM'S	,, Silk and Wool	9 8	
BADHAM'S	,, Indian Shirt	7 0	
BADHAM'S	,, French Colored Shirts	65	0 per doz.
BADHAM'S	,, White Shirts	60	0 ,,
BADHAM'S	,, Overland Suits	35	0
BADHAM'S	,, Travelling Suits	35	0
BADHAM'S	,, Silk & Wool Sleeping Suits	25	
BADHAM'S	,, Indian Suits for Sleeping	16	0
BADHAM'S	,, Serge Suits	40	0

HOSIERS, GLOVERS and GENERAL WAREHOUSEMEN.
By appointment
To His Excellency the GOVERNOR GENERAL of INDIA.

N. KHYRAZ & Co.,
TAILORS, HABIT MAKERS,
ARMY AND NAVY OUTFITTERS,
AND WOOLLEN WAREHOUSEMEN.

N. K. & Co. invite an early inspection of the largest and best assorted Stock of Woollen Goods in India, which is to be found at the abovementioned Establishment, where Gentlemen can choose their material from a selection of the most fashionable patterns of the present season, in textures manufactured expressly for India. In addition to the Tailoring Department, Gentlemen will find at this Establishment a large and varied assortment of every article of Outfit in the newest styles, just received by London per Overland Route, the quality of which cannot be surpassed.

All orders from the Mofussil must be accompanied by a remittance or reference for payment in Bombay.

Patterns free by return of Post with a Card of Directions for Self-measurement enclosed on application by letter.

The following List of Prices are for Cash Payments:—

LIST OF PRICES.

	Rs.	Rs.
Dark Angola Suits, of a very light texture, well adapted for the rainy season	... ...	25 to 35
Shikar Cloth Suits	... ...	18 22
Norfolk Jackets	... ...	16 24
Whipcord and Bedford Cord Riding Trousers	... ...	18 25
Fancy Doeskin Suits	... ...	25 45
Travelling Suits	... ...	28 35
Blue Serge Suits	... ...	25 35
Blue Flannel Suits	... ...	30
Waterproof Suits, made to order from Material	... ...	35
Waterproof Coats, just received	... ...	25 35
Prince of Wales Gauze Sleeping Suits	... ...	9 12
Silk and Wool Flannel Sleeping Suits	... ...	16
Flannel Sleeping Suits	... ...	12 16
Cashmere Sleeping Suits	... ...	16

SHIRTS.

White Longcloth Shirts, per dozen	... ...	45 60
Prince of

...IAL INTELLIGENCE.

...SHARE MARKET.

MONDAY AFTERNOON.

...declining for Land Shares. Demand ...rt Mill's and Framjee Co.'s Press shares at ...0 and 1,070, respectively.

...MBAY BILL AND STOCK LIST.

BANKS.

Number of Shares.	Nomi. value.	Paid up.	Last divi-dend.	Names.	Cash Rates per Share.
	Rs.	Rs. p. a.			
100,000	100	all	4 p.ct	Agra Bank	110 nl.
20,000	1,000	all	5 p.ct.	Bank of Bengal	1,475
20,000	500	all	5 p.ct.	Ditto of Bombay New ...	637½
20,000	500	300		Ditto 2nd Rec. Issue	192½
5,250	1,000	all	12 p.ct.	Ditto of Madras	1,450
80,000	250	all	9 p.ct.	Chartered Mercantile Bk. of L. & China	332½
40,000	200	all	6 do.	Chartered Bk. of I. & C.	195
47,600	250	125	3 do.	National Bank of India	132
10,000	250	0	12 do.	Oriental Bank	49½

LAND COMPANIES.

4,000	3,000	all	Nil	Colaba Land Co.	1,735
6,000	150	all	Nil	Prere Land & Pier Co. Ld	199
1,750	2,000	2,0	Nil	Mazagon Land	1,190
4,...	2,...	1,...	Nil	Fort Canning	325

EXCHANGE.

On	Terms.	Rate
London	At sight	1s. 10d.
London Banks	6 months' sight	1s. 11d.
Do. Credits	6 Do. do.	1s. 11d.
Do. Documents	6 Do. do.	1s. 11d.
Calcutta	At sight	100
Do.	30 days' sight	99½
Do.	60 days' sight	99
Madras	At sight	99
Do.	30 days' sight	99½
China	60 Do. do	225

GOVERNMENT SECURITIES.

Five-and-a-half-per-cent.	114
Five per cent.	107 to 5
Four per cent.	97½
Four & half per cent. (Public Works Loan)	102½
Five per cent. Debenture Loan 1866-67	102½
15 years' Debenture Loans	108
10 years' do. do	106½
5 years' do. do.	102
Seven per cent. Municipal Loan House Rate	112
Do. Do. Market Rate	111

BANK OF BOMBAY.

Government Securities	4 per cent.
Mercantile Bills	6 ,,

PRICES OF BULLION, &c.

Sovereigns each	Rs. 10 8
Bank of England Notes	,, 10-4
Carolus	,, 200
Mexican Dollars	,, 220
Five-Franc Pieces	,, 203
Bar Silver	,, 106-1
Gold Leaf	,, 15-0
Bar Gold 19 gr. English	,, 16
Australian Gold	,, 196-76

CALCUTTA.—23RD JUNE 1870.

The following transactions were reported to-day :—

In Government Securities—

4 per cents, at Rs. 97-8, or 2-8 discount, with exception of one lot of half a lakh sold at Rs. 97-6, small sums were bought at Rs. 97-10 and 97-12, or 2-6 to 2-4 discount.

5 per cents. of 1856-57, at Rs. 107 and 107-2.

10 years' Debentures, at Rs. 108-10 and 108-12.

15 years' Debentures, at Rs. 109-10.

In shares—

National Bank shares, at Rs. 130.

East Indian Railway Stock at Rs. 256 per £50.

Port Canning Land Investment, &c., Co.'s shares, at Rs. 340 and 337½ for cash.

—*Englishman.*

BANK OF BENGAL.

THE Statement of the affairs of the Bank of Bengal for the week ended 21st June, compared with the statement of the previous week, gives the following results :—

LIABILITIES.

Gol. Try. Bloc. at H. O.	4,115,407	5	6 decrease
,, at Branches	101,378	0	0 decrease
Other Deposits	3,170,187	1	1 decrease
Bank Post Bills	384,728	5	2 decrease

ASSETS.

Government Securities	217,634	4	0 decrease
Loans on Govt. Sc.	110,800	0	0 decrease
Accounts on Credit	220,045	4	2 increase
Mercantile Bills Di	754,605	6	8 decrease
Cash, &c., at Head	1,238,901	5	3 increase
Do at Branches	83,776	1	3 decrease

NEW BANK OF BOMBAY, LIMITED.

STATEMENT of the affairs of the New Bank of Bombay (Limited) on the 25th June compared with the statements ... of 18th June :—

LIABILITIES.	Proprietors' Capital paid up ... Rs.	70,00,000	50,00,000
	Subscriptions on account of new Capital	10,00,000	10,00,000
	General Treasury Balance	1,39,39,288	1,41,46,354
	Deposits at Head Office	1,47,84,473	1,50,81,434
	Deposits at Branches	16,89,871	17,40,723
	Bank Post Bills outstanding	7,82,700	34,760
	Reserve	2,02,936	2,02,936
	Undrawn Cash Credits	5,63,755	6,50,234
	Rs.	3,71,52,553	3,79,46,256
ASSETS.	Government Securities	22,65,966	27,58,835
	Loans at Head Office & Branches on Govt. Securities, Bullion, Goods and Metals	4,94,959	4,88,759
	Credit Accounts at do. on Govt. Securities, Goods and Metals	23,12,508	23,31,822
	Bills Discounted & purchased at do.	95,00,313	93,37,587
	Dead Stock	4,81,129	4,81,129
	Less written off	20,000	
		4,61,126	4,61,126
	Stamps	6,129	5,941
	Balances with Agents & Correspondents	4,52,050	2,74,950
	Overdrafts	5,259	7,489
	Govt. Reserve Cash, &c. Rs.	1,61,46,354	1,61,46,354
	Cash and Currency Notes at Head Office	76,39,206	72,12,275
	Do. do. at Branches	25,68,328	25,66,789
	Bullion at H. O. and Branches	18,66,484	16,54,727
	Rs.	3,71,52,553	3,79,46,256

MILITARY.

ARRIVALS.—JUNE 27.

Gordon, Lieutenant-Colonel, Bengal Staff Corps, on leave, from Simla.

Penn, Lieutenant-Colonel, Royal Artillery, on leave, from Poona.

Luckhardt, Captain, Commissary Department, on duty, from Malligaum.

Adey, Surgeon, general duty, on leave, from Poona.

Watts, Captain, Staff Corps, on duty, from Poona.

BOMBAY ARMY GENERAL ORDERS.

By His Excellency the Commander-in-Chief.

Adjutant General's Office, Head Quarters,

Poona, 25th June 1870.

With reference to the Regimental Order 11th N. I., confirmed in G. O. C., No. 245, 23rd April last, Lieutenant French was appointed to officiate as Quarter Master in addition to his own duties.

Assistant Surgeon G. A. Maconachie, M.B., on general duty Poona Division, is appointed to the medical charge of the 24th Regiment N. I., vice Dr. Langley.

The Commander-in-Chief is pleased to make the following appointments :—

3rd Regiment N. I.—Captain E. H. Noyes, to retain the Quarter Mastership on promotion.

7th Regiment N. I.—Captain A. H. Davis, Cadre 2nd Europeans, to officiate as Wing Subaltern.

2-d Regiment Sind Horse—Captain M. M. Carpendale, Adjutant, to be 3rd Squadron officer, vice Gordon, and to continue to officiate as 2nd in command in addition to his own duties.

Lieutenant H. F. E. Lucas, 3rd Squadron officer 3rd Sind Horse, to be Adjutant, vice Carpendale, and to officiate as 2nd Squadron officer in addition to his own duties.

2nd Regiment Sind Horse.—Lieutenant J. E. Gordon, 3rd squadron officer 2nd Sind Horse, to be 3rd Squadron officer, vice Lucas, and to officiate as 2nd in command in addition to his own duties.

Lieutenant G. J. Cousins, Adjutant, to officiate as 2nd Squadron officer, in addition to his own duties.

Captain M. H. Nicolson, Adjutant 27th Regiment N. I., performed the duties of Quarter Master in addition to his own duties, during the absence on leave of Lieutenant Humfrey, from 10th to 30th January 1870.

The following orders are confirmed :—

Neemuch Station Orders—Dated 9th June 1870, directing Lieutenant W. E. Simpson, Wing Subaltern and officiating Adjutant, 28th N. I., to officiate as Station Staff Officer and in charge of Treasury chest, in addition to his own duties, vice Captain Hall, proceeding to Poona on duty.

15th Hussars.—Regimental Order, dated 13th June 1870, directing Riding Master T. Martin, to act as Interpreter to the Regiment, in addition to his own duties, with effect from the 28th May 1870, under the provisions of para 2 of G. G. O. 440, 16th August 1865.

13th Regiment N. I.—Regimental Order, dated 11th June 1870, directing Captain J. A. Gayer to officiate as Wing officer in addition to his own duties, vice Major Cooper.

7th Foot 1st Battalion.—Detachment Order, dated Saugor 2nd December 1869, appointing Lieutenant W. W. Chard Staff officer to the Detachment, with effect from the 1st idem.

The undermentioned officers have leave of absence :—

66th Foot.—Captain H. A. F. Menzwether, in extension, to remain at Ghizree, from 21st June to 20th July 1870, on medical certificate.

103rd Foot.—Lieutenant E. G. P. Wood, to England, overland, from date of departure, to appear before a Medical Board.

Staff Corps.—Captain E. H. F. Fyndall, to remain in Bombay, from 13th June to 1st July 1870, on medical certificate.

GENERAL ORDERS BY THE COMMANDER-IN-CHIEF IN INDIA.

Head Quarters, Simla, 15th June 1870.

Local rank is assigned to the undermentioned officers :—

Royal (Bengal) Artillery.—Lieutenant G. Lamb to be Captain, from the 12th of June 1870.

2nd Battalion 25th Foot.—Lieutenant H. J. Harvey to be Captain, from the 5th of June 1870.

103rd Regiment.—Captain H. C. McDonald to be Major, from the 21st of January 1870.

The Commander-in-Chief in India is pleased to make the following promotions, subject to approval by Her Majesty :—

38th Foot.—Ensign Robert Henry Beresford to be Lieutenant, by purchase, vice Tarleton, who retires. Dated 23rd April 1870.

(Cancels the promotion of Ensign Beatty to this vacancy.)

45th Foot.—Ensign James McCleverty to be Lieutenant, by purchase, vice Curtis, who has retired. Dated 25th May 1870.

(Cancels the promotion of Ensign Fort to this vacancy.)

The Commander-in-Chief in India is pleased to make the following appointment and promotions, subject to approval by Her Majesty :—

109th Foot.—Lieutenant William Holden Webb to be Adjutant, vice Schmidt, promoted. Dated 8th June 1870.

Ensign William Harry Salmon to be Lieutenant, vice Mayne, who has retired. Dated 27th May 1870.

Ensign A. H. Macintire to be Lieutenant, vice Webb, appointed Adjutant. Dated 8th June 1870.

Ensign Alexander John F. Reid to be Lieutenant, vice Macintire, a probationer for the Staff Corps. Dated 8th June 1870.

The Commander-in-Chief is pleased to make the following appointment :—

Nynee Tal Convalescent Depot.—Assistant Surgeon W. Tanner, Royal Horse Artillery, to the medical charge, vice Bradshaw, with effect from the date he entered upon the duties.

Major T. N. Baker, Staff Corps, Station Staff Officer at Dinapore, is appointed to officiate as Brigade Major at Meerut, and directed to proceed to that station and relieve Lieutenant-Colonel Morland, whose tour on the Staff has expired.

Captain G. T. Jones, late 35th Native Infantry, is removed from the appointment of 2nd Wing Officer 42nd Native Infantry, and attached to the 41st Native Infantry for duty.

Official notification has been received of the undermentioned officers having been permitted to exchange into the battalions of their regiment specified, provided the public be put to no extra expense, and that both officers join their battalions without delay :—

14th Foot.—Lieutenant P. W. Symonds, 2nd Battalion. Lieutenant R. Davies, 1st Battalion.

Official notification has been received of the undermentioned officers having, on their recent appointment, been posted to the battalions of their regiments specified :—

1st Foot.—Lieutenant W. C. Kennedy, 2nd Battalion.

3rd Foot.—Ensign F. A. Coles, 1st Battalion.

12th Foot.—Ensign H. A. Sawyer, 2nd Battalion.

The three months' general leave to Nynee Tal, granted by G. O. C. C. 27th ultimo, to Lieutenant F. J. W. Smith, 55th Foot, is hereby cancelled at that officer's request.

The following Orders are confirmed :—

Presidency Division order, dated the 10th March last, directing Assistant Surgeon R. H. Stevens, M.B., 11th Native Infantry, to afford medical aid to the Gun Foundry Establishment at Cossipore, in addition to his other duties, with effect from the 8th idem, vice Surgeon Major A. L. Bogie, M.D., proceeding on leave, on medical certificate.

Chennai Division Order, dated the 30th March last, appointing the following officers to do duty at the Convalescent Depôt at Murree, during the hot season :—

Captain W. H. R. Skey, 38th Foot.

Captain P. A. Howley, 1-6th Foot.

Lieutenant J. Alexander 38th Foot.

Lieutenant M. E. T. Sherwin, 104th Foot.

Lieutenant G. H. Pyne, 1-5th Foot.

Ensign E. A. Ball, 1-6th Foot.

Ensign A. P. Thornton, 36th Foot.

Sirhind Division Order, dated the 18th May, appointing Assistant Surgeon F. G. Constant, M.D., 12th Bengal Cavalry, to the medical charge of the Staff at Umballa, vice Surgeon L. H. Leys, M.D., resigned.

Fyzabad Brigade Order, dated the 11th April last, appointing Assistant Surgeon J. J. Pope, K Battery 8th Brigade Royal Artillery, to the medical charge of the Brigade Staff, in addition to his other duties, from date of Assistant Surgeon A. F. Richmond, 38th Native Infantry, proceeding on leave.

Meean Meer Brigade Order, dated the 20th April last, directing all reports of the station to be made to Colonel W. B. Marshall, Royal Artillery, during the absence of Brigadier General E. Kaye, Royal Artillery, on duty.

Dated the 11th May, directing all reports of the station to be made to Colonel W. B. Marshall, Royal Artillery, consequent on the departure of Brigadier General E. Kaye, Royal Artillery.

Peshawar Station Order, dated the 6th November 1869, directing Surgeon G. S. Poole, M.D., 18th Bengal Cavalry, to afford medical aid to the 28th Native Infantry, in addition to his other duties, during the absence, on sick leave, of Surgeon Major C. K. Webb.

Nowgong Station Order, dated the 16th April last, appointing Surgeon T. Ringer, M.D., 7th Bengal Cavalry, to the medical charge of the Left Wing 15th Madras Native Infantry, in addition to his other duties, vice Assistant Surgeon A. McArthur, M.B.

35th Native Infantry.—Regimental Order, dated the 19th April last, appointing Lieutenant A. de C. Rennick, Quartermaster, to act as Adjutant, in addition to his other duties, vice Schmidt, appointed Adjutant. Dated 8th June 1870.

45th Native Infantry.—Regimental Order, dated the 20th April last, appointing Lieutenant T. F. Stillwell, 1st Wing Subaltern (on probation,) to act as Adjutant and 2nd in Command and Wing Officer, in addition to his other duties, vice Lieutenant A. D. C. Inglis, Adjutant and officiating 2nd in Command and Wing Officer, proceeded on leave, there being no other officer available.

The undermentioned officers have leave of absence :—

Royal Artillery.—2nd Captain W. B. Rice, 9th Brigade, to England, overland, from date of embarkation, to appear before a medical board.

1st Foot, 2nd Battalion.—Ensign H. C. Hogg, to remain in Calcutta, from the 30th June to the 15th October, to study the native languages, in extension of privileged leave.

17th Foot, 1st Battalion.—Ensign N. C. Wiseman, to England, overland, from date of embarkation, to appear before a medical board.

38th Foot.—Lieutenant C. P. Smith, to Murree and the adjacent hills, from the 2nd June to the 31st October, on medical certificate.

69th Foot, (2nd Battalion).—Lieutenant J. H. H. Croft, to remain at Darjeeling, from the 24th May to the 30th October, on medical certificate, in extension.

Ensign W. S. Anderson, to Simla, from the 28th May to the 14th October, on medical certificate.

Staff Corps.—Lieutenant Colonel W. Gordon, Chief Inspector of Musketry, to Bombay, for one month, from date of availing himself of it, preparatory to proceeding on furlough to Europe.

Captain C. R. Cock, doing duty with the 30th Native Infantry, to Calcutta, from the 25th May to the 25th August, to study the native languages, under the rules of 1868.

Lieutenant G. F. Young, (Quartermaster 39th Native Infantry,) to Mussoorie and hills north of Deyrah, from the 15th June to the 15th October, on private affairs, under the rules of 1868.

Lieutenant H. Paterson, officiating Adjutant 23rd Pioneers, to Mussoorie, from the 25th May to the 15th October, on medical certificate, under the rules of 1868.

Late 18th Native Infantry.—Captain H. R. Wintle, doing duty 18th Native Infantry, to remain at Darjeeling, from the 15th June to the 15th September, on private affairs, in extension.

British Medical Department.—Deputy Inspector General of Hospitals E. Menzies, Lucknow circle, to Bombay, for one month, from date of leaving Lucknow, to appear before a medical board.

Head Quarters, Simla, 7th June 1870.

The Commander-in-Chief is pleased to make the following appointments :—

16th Bengal Cavalry.—Captain G. C. Ross, 3rd Squadron Officer, to officiate as 2nd Squadron Officer, vice Clifford, on furlough. Dated 14th June 1870.

1st Native Infantry.—Major F. J. Craigie, officiating 2nd in Command, to officiate as Commandant, vice McMullin, who has obtained leave to England. Dated 14th June 1870.

Captain L. H. F. De H. Larpent, Staff Corps, attached to the Corps, to officiate as 2nd in Command, vice Craigie, officiating as Commandant. Dated 14th June 1870.

24 h Native Infantry.—Ensign P. H. Wallerstein, 2nd Wing Subaltern, to be Quartermaster, vice Stedman, appointed Adjutant. Dated 14th June 1870.

31st Native Infantry.—Captain S. W. Smith is permitted to retain the appointments of Adjutant, on promotion to Captain. Dated 14th June 1870.

37th Native Infantry.—Lieutenant J. Corse-Scott, 1st Wing Subaltern, to be Quartermaster, vice Ransford, who vacates on promotion. Dated 14th June 1870.

Lieutenant D. E. Gouldsbury, 2nd Wing Subaltern, to be 1st Wing Subaltern, vice Corse-Scott, appointed Quartermaster. Dated 14th June 1870.

With the sanction of Government, His Ex ellency the Commander-in-Chief is pleased to appoint Captain J. J. S. O'Neill, 20th Foot, District Inspector of Musketry, 4th Division, to officiate as Chief Inspector of Musketry, during the absence on leave of Lieutenant-Colonel Gordon.

Lieutenant-Colonel J. Morland, Staff Corps, whose tenure of appointment on the Brigade Staff expired on the 26th ultimo, is posted to Meerut, for general duty.

The following orders are confirmed :—

Meerut Division Order, dated the 7th May, attaching Assistant Surgeon O. T. Duke, M.B., to the 3rd Native Infantry, for duty.

Dated the 20th May, appointing Assistant Surgeon O. T. Duke, M.B., attached to the 3rd Native Infantry, to the medical charge of the corps, with effect from the 14th idem, vice Surgeon A. R. Waghorn.

Presidency District Order, dated the 30th April last, directing Assistant Surgeon O. T. Duke, M.B., recently arrived from England, to proceed to Meerut and report himself to the Deputy Inspector General for duty.

Umballa Brigade order, dated the 23rd April last, directing Staff Assistant Surgeon R. C. Parkinson, Royal Horse Artillery, to proceed to Kussowlie and to do duty, until the arrival of the Medical Officer appointed for duty during the season.

38th Native Infantry.—Regimental Order, dated the 2nd May, appointing Captain R. H. Ward, attached, to act as Wing Officer, with effect from the 15th ultimo, vice Captain A. W. Graham, officiating Wing Officer, on leave.

Head Quarters, Simla, 15th June 1870.

BAND AND MESS SUBSCRIPTIONS.

The Government of India have sanctioned the substitution of the following rules for G. O. No. 185 of 1869, which is hereby cancelled :—

With the sanction of Government, it is hereby notified, that officers of the British Army serving with Native Regiments as probationers for the Staff Corps, shall not be required to pay Mess and Band *donations*, but shall be placed on precisely the same footing as attached officers. On the expiration of their probationary period, however, it will be incumbent on such officers to pay to the institutions of the regiment to which they are *posted* on *final admission to the Staff Corps*, the donations and subscriptions required from officers borne on the permanent establishment of regiments.

2. Officers attached to a Native Infantry Regiment, in which a Band is maintained, will be required to pay a monthly subscription of one day's net pay of their regimental rank. They will however not be required to pay a donation to the Band Fund, as in the case of the Mess Fund, after the expiration of one year.

3. This regulation will take effect from the 1st January 1870, but no officer shall be entitled to a refund of payments already made to the Band Fund of a regiment to which he may be attached.

4. With reference to the foregoing notification, paragraphs 6 and 9, Sec. XXIV. of the Standing Orders for Native Infantry, are cancelled, and the following substituted :—

Para. 6. Officers attached in excess of the establishment, and probationers for the Staff Corps, are to pay up donation for one year. At the expiration of that period it will be incumbent on them to pay the donation on the scale laid down in paragraph 5—the former to the corps to which they are attached, and the latter to the regiment to *which posted* on admission to the Staff Corps.

Para. 9. The monthly rates of subscription from all members of the regular establishment of regiments, married or single, to be Rs. 8, that of attached officers and probationers for the Staff Corps, Rs. 5.

In continuation of para. 2, Section III., of the Mess Regulations of the Bengal Army, it is hereby notified for information and guidance, that the Government have ruled that an officer of a native regiment officiating in Staff employ, and *not* drawing the staff salary or half staff salary of the appointment he relinquished in his corps, shall be exempt from payment of mess subscription.

NATIVE LANGUAGES.

Referring to G. O. No. 64 of 1870, it is hereby notified under authority of the Government of India, that Cawnpore and Dinapore shall be retained on the list of stations at which examinations in the Lower Standard are to take place.

Examinations by the Lower Standard will also be held for the future at the stations of Jubbulpore and Shillong.

ORDER OF BRITISH INDIA.

In continuation of G. O. No. 214 of 1868, it is notified for general information, that under the ruling of the Government of India in the Military Department, members of the Order of British India become non-effective in the sense of the order cited on being transferred to the Pension Establishment, and ceasing to perform any kind of military duty.

2. Every vacancy caused by the death of an effective member shall be filled up, irrespective of the promotions or admission following the removal of members to the non-effective list.

GENERAL ORDERS BY THE LIEUTENANT GOVERNOR OF BENGAL.

(*Calcutta Gazette*, June 22.)

Mr. Frederick James Rowe, B.A., is appointed to the Fourth Grade of the Bengal Educational Service, and to be a Professor in the Krishnaghur College.

Mr. W. G. Willson, M.A., Professor of the Krishnaghur College, is transferred to the Presidency College.

Mr. Roger Henry Pawsey to officiate as Magistrate and Collector of Dacca, in the Second Grade, during the absence, on leave, of Mr. David Robert Lyall, or until further orders, with effect from the afternoon of the 14th instant.

Mr. Haldane Rattray, Deputy Magistrate and Deputy Collector of Durbhin Shahbazpore, is transferred temporarily to the Sudder Station of Backergunge.

Mr. Ross Lewis Mangles to officiate as Commissioner of Revenue and Circuit of the Dacca Division, during the absence, on leave, of Mr. Francis Bruce Simson, or until further orders.

Mr. Frederick George Millett to officiate as Magistrate and Collector of Rungpore, in the First Grade, during the absence, on leave, of Mr. Henry Muspratt, or until further orders.

Mr. Thomas Norman to officiate as Joint-Magistrate and Deputy Collector of Rungpore.

The appointment of Mr. Francis Johnston Graham Campbell to officiate as Joint-Magistrate and Deputy Collector of Rungpore, and that of Mr. James Crawfurd to have charge of the Subdivision of Kishengunge, notified in the *Calcutta Gazette* of the 1st instant, are cancelled.

Mr. William Shaw Rochfort Davies, Deputy Magistrate and Deputy Collector, Rajshahye, leave of absence for three months.

The services of Mr. John George Charles, C.S., are placed at the disposal of the Government of India, in the Home Department, with effect from the 20th instant.

Mr. J. A. Windle, Executive Engineer, Third Grade, attached to the Northern Cuttack Division, is transferred from the Imperial to the Local Establishment, to officiate as Executive Engineer of the Circular and Eastern Canals' Division, which he joined on the 15th June 1870.

Lieutenant-Colonel D. Brigge, Superintending Engineer, Second Class, First Grade, Officiating Superintending Engineer, Behar Circle, is permanently posted to that Circle.

Mr. F. J. Newville, Executive Engineer, Fourth Grade, late Gowalparah Division, is placed under the Irrigation Branch of the Public Works Department, Bengal.

Mr. T. F. Parkinson, Executive Engineer, Fourth Grade, attached to the Circular and Eastern Canals' Division, is transferred from the Local to the Imperial Establishment, and appointed to officiate as Assistant to the Chief Engineer, and Assistant Secretary in this Department. Mr. Parkinson joined the above appointment on the 16th June 1870.

Mr. W. D. Bruce, Executive Engineer, Third Grade, Officiating Executive Engineer, Second Presidency Division, to officiate also as Executive Engineer of the Calcutta Port Works Division, as a temporary measure, in addition to his own duties, or until further orders.

The works connected with the improvement of the Port of Calcutta are, with the sanction of the Government of India, Public Works Department, formed into a separate Division of Public Works, with effect from the 1st April 1870. This Division will be designated the Calcutta Port Works Division and attached to the Presidency Circle.

Mr. John Hugh Kelly is appointed Traffic Superintendent of the Calcutta and South-Eastern State Railway, vice Mr. W. Goodwin, deceased, with effect from the 1st instant.

GENERAL ORDERS BY THE GOVERNMENT OF MADRAS.

(*Fort St. George Gazette*, June 21.)

Mr. O. A. Hayne, Assistant Engineer, one month's privilege leave.

Mr. R. B. Norfor, Executive Engineer, two months' privilege leave.

Mr. J. W. Rundall, Executive Engineer, two months' privilege leave.

Captain John Caster, to be Master Attendant at the Port of Coconada.

Captain John William Maiden, to be Master Attendant at the Port of Cochin.

Captain Henry Richardson, to be Master Attendant at the Port of Masulipatam, but to continue to act as Master Attendant at the Port of Ma'ipatam.

Captain Richard Kennedy Gahan, to act as Master At. tendant at the Port of Masulipatam.

His Excellency the Governor in Council has been pleased to approve of the Coroner of Madras having appointed Mr. C. G. Conran, M.D., to be Deputy Coroner.

MILITARY DEPARTMENT.

The services of Assistant Surgeon Michael Edward Murphy, M.D., Deputy Inspector-General's Department, Pegu Division, are placed temporarily at the disposal of the Government of India, for employment as Officiating Civil Surgeon and Officiating Superintendent of the Jail at Bassein.

Surgeon J. Gibbons, 23rd Brigade Royal Artillery, is appointed to officiate as Deputy Inspector-General of Hospitals of the Hyderabad Circle, until further orders, with effect from the date on which he relieved Surgeon Clery, vice Dr. Marlow.

MADRAS ARMY GENERAL ORDERS.

Head Quarters, Octacamund, 8th June 1870.

Lieutenant-Colonel E. W. A. Robson, Staff Corps, is appointed to do general duty at Madras.

G. O. C. C. of the 23rd May 1870, directing Lieutenant W. T. Much, 2nd Battalion 24th Foot, to rejoin his Regiment, is cancelled, and he is to continue to do duty at Wellington, until further orders.

The following removals are ordered :—

Staff Assistant Surgeon R. Keith from doing duty under the orders of Deputy Inspector General, Presidency Circle, to do duty Detachment, 45th Foot, Palaveram, to join by the 14th June 1870, at the public expense.

Staff Assistant Surgeon A. J. Brand, from Duty Detachment, 45th Foot, Rangoon, to proceed by the steamer of the 15th instant, and to report himself to the P. M. O. British troops for duty.

Major-General D. Hodson, C.B., is permitted to reside and draw pay within the limits of the Madras Presidency.

Lieutenant [illegible] from the Horse Guards, that an exchange of [illegible] between [illegible] 2nd Captain R. P. Hodgson, C. of Artillery 9th Brigade Royal Artillery ;—and that the latter officer has been placed under orders for India.

His Royal Highness the Field Marshal Commanding-in-Chief has approved of the following arrangements, provided the public be put to no expense thereby :—

2nd Battalion 21st Foot.

Lieutenant H. Feilden, to proceed to Service Companies.

Lieutenant F. W. Burr, to proceed to Depot.

His Royal Highness the Field Marshal Commanding-in-Chief has approved of Lieutenant Legard, 60th Rifles, being posted on his recent promotion to the 4th Battalion of his Regiment.

Leave of absence :—

His Royal Highness the Field Marshal Commanding-in-Chief has been pleased to grant leave of absence to Lieutenant F. Galloway, D Battery 3rd Brigade Horse Artillery, from 1st May to 31st August 1870, on the recommendation of a Medical Board.

Royal Artillery.—2nd Captain C. R. Buckle, 23rd Brigade, for 3 m.s, from 5th June 1870, private affairs, in continuation of privilege leave, to enable him to join.

10th Foot.—Lieutenant E. H. Blanshard, 2nd Battalion from 15th June 1870, or date of departure, for four months —Poona, private affairs.

24th Foot.—Ensign G. S. Banister, 2nd Battalion, from 15th June 1870, or date of departure, to 9th December 1870 —Deyrah Dhoon, North-Western Provinces, private affairs.

18th Hussars.—Lieutenant E. Nolan, to England, on medical certificate, to appear before a Medical Board, via the Overland route—Unfit to do duty with troops.

15th Hussars.—Cornet M. M. Slade, in extension of privilege leave from 25th June to 24th August 1870—Octacamund, private affairs.

1st Foot.—Captain C. B. Steer, 1st Battalion, to England via the Overland route, on medical certificate, from date of embarkation, to appear before a Medical Board —Unfit to do duty with troops.

Ordnance Department.—Captain J. Tomlinson, Deputy Commissary of Ordnance, Vizagapatam, for 12 months, from 17th June 1870—Madras and Bangalore S. C.

SHIPPING.

DAILY FREIGHT REPORT—24TH JUNE.

London...	Cotton	£1 7s. 6d. to £1 10 Nom. p.ton
	Cases	£1 15s. 0d. ,,
	Seeds	£1 5s. 0d. to £1 10s. ,,
Liverpool	Iron Ships Cotton	£1 7s. 6d. to £1 10s. 0d. ,,
	Wooden Ships ,,	£1 5s. 0d. to £1 7s. 6d. ,,
	Myrabolms & Colr bdis	£0 7s. 6d. to £0 10s. 0d.
	Seeds	£0 12s. 6d. to £0 15s. 0d. ,,
Havre	Cotton	£1 15s. 0d. ,,
	Coffee	Nominal
Overland	Steamers	£3 5s. 0d. to £3 7s. 6d.
Liverpool via Suez Canal		£3 0s. 0d.
China	Steamer Cotton	Rs. 5 to 6 per bale.
	Opium	Rs. 25 to 30 per chest.
	Sailing Ships	Rs. 3 per bale,
Calcutta	Salt	Rs. 3 0 0 per ton
Calcutta to Bombay		Rs. 14 to 15 and Calcutta Port charges
Mauritius		5 Annas to 10 p. bag nominal.

ARRIVALS.

June.	Vessel.	Commander.	From.
27	Peruvian Congress	Stockton	Liverpool, March 21.
	Tenzer	Nacoda	Hoodooda, June 1.

DEPARTURES.

June.	Vessel.	Commander.	Destination.
27	Monarchy	Day	Malabar Coast.
	Pride of England	Taylor	Java.

The following vessels obtained their port clearances yesterday :—

Steamer Petersburg, Hansen, to Liverpool via Suez Canal.

Ship Canute, Quinn, to Liverpool.

The following vessels began to load yesterday :—

Steamer India, to Marseilles.

Steamer Columbian, to China, &c.

Steamer Mula, to Persian Gulf.

Steamer Behar, to Aden and Suez.

Ship Mary Stenhouse, to Liverpool.

THE HOOGHLY.

ARRIVALS.

June.			
23	William Woodbury Herreman	.....	Bombay, June 4
	Water Witch	Coombe	Bombay, May 31.
	Bolton Abbey	Hackett	Melbourne, May 16
	Comy	Drever	Cardiff, January 18

VESSELS IN BOMBAY HARBOUR.

FOR LIVERPOOL.

915 Armanella, Cochrane—The Dubash.
1150 Asiatic, Andrew—The Dubash.
1281 Assaye, Rich—W. & A. Graham & Co.
1491 Canute, Quinn—Ritchie, Steuart & Co.
1354 City of Richmond, Starkie—Stenhouse & Co.
991 Glenlith, Lewis—Owen & Okell.
1150 Greyhound, Jackson—The Dubash.
1243 Mary Stenhouse, Hedgcock—E. Bates & Co.
1341 Othonis, Reed—L. A. & A. Co.
1417 Orthannie, Hughes—Ritchie, Stewart & Co.
1542 Orizona, Leewellin—Ritchie, Steuart & Co.
1228 Quorn, Bond—G. F. Pim & Co.
1126 River Lune, Williams—Ewart, Latham & Co.
1004 Rokeby Hall, Richards—W. Nicol & Co.
1169 Sir Charles Napier, Mossy—E. Bates & Co.
1348 Teresa, Brown—Rennie, Scovell & Co.
1366 The Douglas, Pate—Lawrence & Co.
1199 The Royal Family, Cowing—J. P. Cornforth & Co.

HAVRE AND LONDON.

1199 Cospatrick, Elmslie—W. Nicol & Co.

OVERLAND ROUTE.

1754 Baroda, (s) Parish—Malta 20th June.
2179 Columbian (s), Barratt—Malta 5th July.

LIVERPOOL VIA SUEZ CANAL.

1027 Arabia (s), Saunders—W. Nicol & Co.
1891 Brazilian (s), Green—Laurence & Co.
549 H. A. Brigham (s), Ward—Blackwell & Co.
1202 Historian (s), Ralton—Wallace & Co.

FOR GENOA VIA SUEZ CANAL.

1800 India (s), Derdero—Volkart Brothers.

FOR RICE PORTS.

894 Chalmers, Helps—C. N. Camá & Co.

FOR ZANZIBAR.

305 Clementine, Mance—Volkart Brothers.
188 Letitia, Nacoda.

FOR JAVA.

947 Carin, Gray—Stenhouse & Co.
633 Cornelia Adelphine, Rowey—Cowasjee Nusserwanjee
1169 Glasgow, Lloyd—W. & A. Graham & Co.

FOR PENANG.

374 Kusrovie, Machon.

FOR RANGOON.

589 Winslow, Talliade—Blackwell & Co.

FOR SINGAPORE.

594 Dewa Gungadhur, Sewell—E. Bates & Co.

FOR HONGKONG.

1603 Behar (s), Hall—P. & O. S. N. Co.
1185 Madras (s), Perrins—P. & O. S. N. Co.

FOR CALCUTTA.

1932 Accrington, Christie—Framjee, Sands & Co.
1576 Bolivar (s), Baker—G. F. Pim & Co.
1341 Himalaya (s), Atkinson—B. I. S. N. Co.
1066 Medea, Bennet—Bhay & MacLintosh.
1533 Stockbridge, Rickets—W. Nicol & Co.

FOR MUSCAT.

832 Hopeful, Battey—W. Nicol & Co.

FOR AKYAB.

799 City of Tanjore, Leslie—W. Nicol & Co.

FOR TUTICORIN.

615 Leonidas, Cockburn—M. Nusserwanjee.

FOR KURRACHEE.

515 Martaban (s), Hibbert—B. I. S. N. Co.

FOR MAULMAIN.

833 G. F. O. Heyn, Miller—A. C. Gumpert & Co.

JOHORE TO CALCUTTA.

1089 Cavalier, Knight—The Captain.

COUNTRY TRADING STEAMERS.

1129 Abyssinia (s), Sharp—B. I. S. N. Co.
1583 Coromandel (s), Kingcome.
220 General Havelock (s), Dewitz.
230 General Outram (s), Teasdale.
336 Lord Clyde (s), Baldwin.
699 Mula (s), Coates.
269 Pearl (s), Baldwin.
566 Sir Bartle Frere (s), Thompson.
695 Tilly Hanna—Chunder Bunjee.

COUNTRY TRADERS.

561 Backia Letchimy, Peabody—Bhay & Mackintosh.
535 Bushire Merchant, Nacoda.
310 Futtay Sultan, Nacoda.
819 Futteh Shaw

THE BOMBAY GAZETTE. TUESDAY, JUNE 28,

BOMBAY.

A VERNACULAR SCHOOL.—A Government school has just been opened at Chira——ady.

RAIN AT MATHERAN.—The fall of rain at Matheran for the fortnight ending 15th June, was 15 inches 74 cents.

MAILS FOR SINGAPORE AND HONGKONG, per s. Madras, will be closed at the General Post Office, Bombay, on the 29th instant, at 10 A.M.

THE JURY.—It was intimated in the Criminal Sessions yesterday that the gentlemen summoned for the special jury will not be required to attend until Wednesday morning.

ACCIDENT.—On Sunday the driver of an omnibus had his foot broken by a fall from the vehicle on the Bhendy Bazar road. He was removed to the Jamsetjee Hospital for treatment.

KAIRA COLLECTORATE.—We learn from the weather report of the Kaira Collectorate for the fortnight ending 15th June, that rain had fallen in all the talookas. Sowing operations had begun. The prospects of the harvest seem to be promising. The state of public health was good. Cattle were reported to be free from disease.

AHMEDABAD COLLECTORATE.—From the weekly report of the Ahmedabad Collectorate for the fortnight ending 15th June, we see that the weather had been close during the fortnight under report. Cultivation and sowing to some extent, of bajree and such crops, were going on in the collectorate. Public health was good. Cattle were free from disease.

CRIMINAL BREACH OF TRUST.—Yesterday in the Fort Police Court, Nusserwanjee Shapoorjee Sooj, a clerk in the office of the Bombay Branch of the East India Association, appeared before Mr. Nana Morojee and obtained an apprehension warrant against one Crustna Lutkaji, a bill collector in the same establishment, charging him with criminal breach of trust in respect of Rs. 197-8-0.

TANNA COLLECTORATE.—The weather report of the Tanna Collectorate for the fortnight ending 15th June, we notice that the fall of rain had been generally favourable. Sowing operations have commenced in most of the talookas. The state of public health was good with the exception of a slight outbreak of cholera at Bhandoop, talooka Salsette. Cattle disease prevailed slightly at Mokhada.

SUICIDE BY A PARSEE.—A Coroner's inquest was held on Sunday last at the 4th Marine Line respecting the death of Ghoverjee Rustomjee, a carpenter, aged about thirty-four. On Friday he went to his work as usual. About 10-30 A.M. that day he was taken ill and brought home, where he vomited and purged several times. Dr. Cursetjee Framjee was sent for and treated him. He confessed to the doctor that he had taken arsenic on account of the death of his wife, who died four months ago. Since the death of his wife he had, it appears, been much depressed in mind—he died on the evening of Saturday. Verdict—That deceased committed suicide by taking a poisonous dose of arsenic.

THE late heavy floods brought down by the Mo—— have, we are informed, covered a considerable area—— the intended lake (at Kurruckwasla) owing to t—— obstruction caused in the river by Colonel Fife's gre—— dam which has now been raised to nearly half i—— section.—*Deccan Herald.*

THE story of the old lady who derived "blessed comfort" from contemplation on the word "Mesopotamia" has found a parallel in the Mile End audience which, according to the *Indian Mirror*, enthusiastically applauded Baboo Keshub Chunder Sen's quotation of the Sanskrit text, "Shanti Kharga Karay Yeshya King Karishyati Durjana." The very utterance of these words drew forth enthusiastic cheers. What upon the same principle, we suppose, that undergraduates always applaud a Greek quotation loudly in proportion to its unintelligibility.—*Friend of India.*

DAVE CARSON LEFT BEHIND.—Dave Carson who with his company had engaged passage by the steamer Oriental (at Madras) for Rangoon was by some accident left behind. The company had embarked in time on Saturday morning (18th), but Dave, having to transact some business ashore, was detained, and proceeding to the beach to embark, found the steamer steaming away from the roads, and notwithstanding signals that were hoisted at the Master Attendant's flag staff for her return, she proceeded on her voyage. Dave has——left by the Cash——Calcutta, and from thence——performance in Rangoon which——expected to——place about the 9th July.—*Madras Mail.*

THE new Government House at Gunnoth Kirkee, is just finished, excepting a conse——. Until the trees are grown, the house will have a bleak comfortless look and the site is with justice considered ill chosen and awkwardly out of the way. It is wonderfully well finished for India, and in this respect indeed would hold its own with most modern European buildings, its most notable point being the adoption throughout of the European method of plastering. The deeply moulded and enriched ceilings, cornices and wall-faces are, I believe, unique in India, both as to the manner of construction and richness of effect: yet as a house of state it fails in size and accommodation. There are only really handsome and spacious apartments while the rest of the plan is almost distressingly cut up into corridors and passages. The exterior is somewhat——ish and common-place indeed, but for the tower it would positively mean; this is partly due to the dull grey, shadowless trap of which it is built: which building materials is the least calculated to——out the delicate mouldings of the design. Warmer——bolder treatment and the judicious introduction——coloured stones however, even Poona basalt——made to look well.—*Bombay Correspondent of the Pioneer.*

RELIGIOUS SERVICES.

HOLY TRINITY CHURCH, COLABA.
St. Peter's Day, Wednesday, June 29th,
7-30 A.M.—Celebration of Holy Communion.
The Vigil service will be held at 5-30 this——ening, and consist of Evensong and Sermon.

PASSENGERS FOR LIVERPOOL

THE S.S. PETERSBURG, 1,064 tons, Captain Hanson, will sail to-day for Liverpool via the Suez Canal with 7,742 bales of cotton, and the following passengers:—Mrs. Owen, Captain Shewers, Miss——, Mr. Cundell, Captain Heaning, and Lieutenant W. Williams.

THE S.S. AFRIQUE.

WE learn that the s.s. Afrique, Captain Rey, of the Compagnie Marseillaise de Navigation Fraissinet and Fils, which left Bombay on the 5th June——ast Aden on the night of the 12th idem. She——reached rough weather at midnight on the 7th, which——ued all the way to Aden. Besides the above——continued Doering which we mention elsewhere, we——to Mr. Mrs. Shaughnessy, an elderly lady, mother——learn that Flynn, Chief Translator, (who as previously——of Mr. on leave of absence with his family) died of——ing home Aden.

THE RUBBATINO LINE.

THE s.s. *India*, one of the new passenger——lately built on the Clyde for the Rubbatino——or Steamers in the harbour on Sunday. Sheriff Geno——, arrived May. The India has accomodation——on the 30th first class, and forty second class passengers——for fifty-two believe, a smart comfortable vessel. She was——, and is, we Mazagon dock to be cleaned, and will——put into the We learn that the s.s. E——e out to-day. left Bombay on the 29th May——line, which morning of the 24th instant——Suez on the rough weather until her arri——perienced very reached only on the 14th instant——which

SHIPPING AND P——ENERS.

THE SHIP TEAZER, 363 tons——day from Hoodooda with——odorived yesterday.

THE SHIP CAMDEN, 1,2——Cain J. Quinn 553 bales of wool, and 446 ca——bales of cotton

THE SHIP PERUVIAN CONQ——1,2ns, Captain S. H. Stockton, arrived yester——rforrepool with a general cargo. The vessel is——cons to Messrs Nanabhoy and Sorabjee.

MARAVILLA COCOA.—For——Bres—*The Globe*——Various importers and manufa——attained a reputation for their prepared C——ther any thorough success has been attained——Brothers' discovered this extraordinary——Cocoa. Adapting their perfect——finest of all species of the——article which supersedes every other Cocoa——solubility, a delicate aroma, and——purest elements of nutrition, distinguishing——above all others. For Housekeepers——recommend a more agreeable or valuable——packets only by all Grocers, or Sole——Brothers' Crescent Homœopathic Cocoa——Steam Mills, Scale Lane, London.

CONSCRIPTION FROM THE JURY.

At the opening of the Criminal Sessions yesterday before Mr. Justice Bayley, the Advocate General made——that, application on behalf of Mr. Dosabhoy Framjee, should be exempted from serving on the jury vit stating——Sessions. Mr. Dosabhoy had made an affida——dired per——ing of taxes, having to see as many as a hun——that if he——ous every day in connection with them, and——would——were required to attend the Sessions it would——be a gr——at inconvenience to the public service, he having——deputy who could act in his absence. The Judge——anted the application.

CHARGE OF DEFAMATION.

At the——Fort Police Court yesterday, Lalljee Vussonjee, a——Chief M——are broker and banker, appeared before the against——agistrate and laid the following information——demanat——ore Vundrawun Etchalal, charging him with——live at——sion—"I am a share broker and banker, and——May las——Modeekhana street in the Fort. On the 4th——Morojee——, one Vundrawun Etchalal applied to Nana——chargin——Esq., and obtained a summons against me,——honest——me with criminal breach of trust and dis——was ser——misappropriation of property. The summons——come on——ed upon me on the 7th instant, and the case——the 10th——for hearing before Nana Morojee, Esq., on——until 2——inst., and was adjourned by the magistrate——state——30 P.M. of the 17th, on which date the magis——charged——dismissed the charge against me. I say that the——appeal——laid by Vundrawun Etchalal against me as——and I——d is entirely fictitious and was laid with intent——of tru——ay and disgrace me in the eyes of the public,——Etchal——say that I did not commit any criminal breach——the sa——t or dishonest misappropriation of Vundrawun——with——al's property, as charged by him against me in——Code——mmons. I therefore charge Vundrawun Etchalal——appea——defamation under section 499 of the Indian Penal——to in——and pray that a warrant may be issued for his——Magis——ession and that he may be dealt with according——law."

The Magistrate granted a warrant as prayed for.

BOMBAY CRIMINAL SESSIONS.

(Before the Hon. Mr. Justice BAYLEY.)

FIRST DAY, MONDAY.

THE Sessions opened this morning, his Lordship taking his seat on the bench punctually at ten o'clock. After the application by the Advocate General, elsewhere reported, the following cases were disposed of:—

THEFT.—Babajee Anniabap pleaded guilty to a charge of stealing a bag with money, and to a previous conviction for theft.

His Lordship in passing sentence said the prisoner had previously been sentenced to imprisonment with hard labour for one month by Dr. Barton, and as that mode of punishment did not seem to have benefited him he (the Judge) would vary that on the present occasion. Instead of the punishment to which prisoner was liable under the Indian Penal Code he would receive sixty strokes with a cat-o'-nine tails on the bare back.

THEFT.—Boghoo Hurry pleaded guilty to a charge of housebreaking by night.

His Lordship said the sentence to which he was liable was that of imprisonment for fourteen years or to receive 150 stripes. The sentence he was now about to pass was a comparatively light one but one which he would not forget very soon; it was that he be whipped on the bare back with a cat-o'-nine tails with fifty lashes.

HOUSEBREAKING.—Cassee Pooree Goorlaya pleaded guilty to a charge of housebreaking by night, and was sentenced to receive fifty lashes.

A HUNGRY THIEF.—Pragu Kewuljee pleaded guilty to theft. He said at first the prosecutor was a relative and did not wish to prosecute, and then, seeing that that was not sufficient, he pleaded as an excuse that he had been eight days without food and so was constrained to steal.

His Lordship said he was informed prisoner was not in a good state of health, otherwise he would have been ordered to be flogged. The sentence was one of rigorous imprisonment for six months.

THEFT OF RAILWAY SLEEPERS.—Gopal Kanoo pleaded guilty to a charge of theft from a building.

His Lordship said prisoner had pleaded guilty of an impudent theft. He had hired carts on the street and then proceeded to carry off eight loads of railway sleepers from the custody of the prosecutor. He had on a previous occasion been convicted of stealing 100 sleepers from the Elphinstone Land Company. He had been in a good state of health he would have been flogged and the sentence was one of rigorous imprisonment for two years.

POCKET PICKING.—Nana Tookaram pleaded guilty to a charge of picking a man's pocket on the street and was sentenced to receive fifty lashes with a cat-o'-nine tails.

THEFT BY A SERVANT.—Ramsing Jeysing and Muqroop Hemajee were tried before a common jury and found guilty. The former of theft as a servant and the latter of receiving. They were sentenced to be flogged with a cat-o'-nine tails; No. 1 to receive thirty lashes and No. 2 sixty lashes.

THEFT BY A SERVANT.—A Goanese Christian woman named (romantically, perhaps) Dulcinia, was sent to prison for a month for stealing some ornaments.

THEFT BY A SOLDIER.—Miles Malthouse, a private in the 9th Regiment, was charged with criminal breach of trust of a watch, ring and of other articles valued at upwards of Rs. 700 belonging to Serjeant George Adams of B company. It seemed that the serjeant had left his property in charge of the prisoner on entering the hospital and on returning found they were all gone. Prisoner was found guilty by the jury and sentenced to imprisonment for eighteen months.

A. G. I. P. RAILWAY CASE.

Henry Lownds, an engine driver, committed by P. S. C. Williams, Esq., on the 11th June, was charged with having on 20th May "negligently performed his duty as a servant on the G. I. P. Railway and having in such capacity improperly done his duty, so as to be likely to endanger the safety of the passengers."

He pleaded not guilty.

The Judge addressing the jury, said—The prisoner Henry Lownds has been sent down from the Nerbudda districts of the Central Provinces. He being a European we have jurisdiction to try him under the Penal Code for an offence against the Railway Act for negligently omitting to perform his duty in a proper manner, so as to endanger the safety of any person travelling on the railway for which, if convicted, he would be liable to a term of imprisonment not exceeding one year, or fine, or both. The prisoner was considered by the Magistrate who committed him to have committed an offence against that section of the Indian Penal Code by not keeping a look out; but on hearing the evidence I came to the conclusion that the evidence was not sufficient to justify the charge being preferred before you against him, and I find the Public Prosecutor is of that opinion, because it appears that about midnight his train was coming towards Chindwara station, ten or twelve miles on this side of the bridge over the Nerbudda. Little to this side of Jubbulpore, and—in consequence of the defective arrangements of the Railway, which as you are probably aware was opened by the Duke of Edinburgh in March this year and is not in proper order, there were no distant lights to warn him to slacken speed, and the person who was ordered by the station-master to turn the points, so that the prisoner's train might run into the platform siding, did nothing of the kind—the train came into another train that was on the single line. But for the want of proper lights on the part of the Railway Company and but for the improper act of the pointsman this accident would not have happened; the prisoner's train, which came in perhaps a little faster than it ought to have done, would have gone into the siding where there was nothing but empty waggons, and consequently that would not have brought the prisoner within this clause;—for the safety of any person travelling on the railway would not have been effected. In addition to that there does not appear any ground for doubting the statement the prisoner has made, that he had been on duty that day—(which you are probably aware was in a portion of the year exceedingly trying, just before the monsoon)—that he had been on a ballast train from five in the morning to four in the afternoon and that he was warned for duty only after a few hours' rest. Having previously been eleven hours at work in the broiling sun in that part of the country he was overpowered by the night duty on a portion of the line with which he was not acquainted, to take a train a distance of 184 miles. He does not appear to have been furnished with proper stokers—he was furnished only with some natives who were not capable of feeding the fires themselves and the prisoner appears to have done that and it naturally impaired his means of seeing the distant lights, even if they had been up, which the evidence shows they were not on this occasion. Under these circumstances I might have availed myself of the power which the law gives me by section 8 of the High Court Criminal Procedure Act of 1865, which authorizes a judge when he thinks that the charge is clearly unsustainable to make an order to that effect in the proceedings and that is to have the effect of a *nolle prosequi* of the charge but shall not operate as an acquittal of the prisoner till three years shall have elapsed. But it did not appear to me desirable there should be any charge hanging over the prisoner at the bar when in point of fact there was not in my opinion any ground for the charge. Prosecutor's evidence to warrant his being put on trial here. Under these circumstances no evidence will be offered against the prisoner at the bar on behalf of the Crown, and as a man is presumed innocent till the contrary is proved, it will be your duty to say the prisoner is not guilty of the offence with which he is charged.

The jury then gave a verdict of not guilty and the prisoner was formally discharged.

Lownds (to the Judge)—Your Lordship, I thank you.

The Sessions adjourned, at about four o'clock, until next morning.

"Berkeley, September 1863.—Gentlemen, I feel it a duty I owe to you to express my gratitude for the great benefit I have derived by taking Norton's Camomile Pills. I applied to your agent, Mr. Berkeley, for the above-named Pills, for wind in the stomach, from which I suffered excruciating pain for a length of time, having tried nearly every remedy prescribed, but without deriving any benefit at all. After taking two bottles of your valuable pills I was quite restored to my usual state of health. Please give this publicity for the benefit of those who may thus be afflicted.—I am, Sir, yours truly, HENRY ALLPASS.—To the Proprietors of Norton's Camomile Pills."

SPORTING.

THE first entries of the following races close at Ahmednuggur on the 1st July, viz.:—

The Maiden Galloways.
The Nuggur Derby.
The Nuggur Cup.
The Galloway Plate.

FRED. LUKIN,
Hon. Secy. Nuggur Races.

RAINFALL AT MAZAGON, 1870.

	Inch	Cents.
June 19th Sunday	2	10
20th Monday	1	96
21st Tuesday	2	56
22nd Wednesday	0	4
23rd Thursday	0	7
24th Friday	0	15
25th Saturday	0	16
For the week	7	4
Previously registered	13	6
Total fall	20	10

FORT POLICE COURT.—27TH JUNE.

(Before NANA MOROJEE, Esq.)

DISOBEDIENT SEAMEN.—William Hunt and another, seamen of the ship River Lune, were charged with continued wilful disobedience of lawful commands in refusing to duty on board the ship, and were each sentenced to be imprisoned for a fortnight.

STRIPES.—Wittoo Hurree was convicted of stealing two turbans and a coat, of the aggregate value of Rs. 21, and was sentenced to receive six stripes.—Mahomed Ismael and a Seedee man were charged with stealing fourteen pieces of wearing apparel, of the value of twenty rupees, the property of Hassan Ahmed Ballaram. They admitted the offence and were sentenced to receive ten stripes each.—Shaik Mahomed Goolab and Sulliman Jumal were each sentenced to receive seven stripes for stealing five rupees belonging to Lulloo Bhaichand.

HIGH COURT.—APPELLATE SIDE.

6TH APRIL.

(Before Sir RICHARD COUCH and the Hon'ble Mr. JUSTICE WARDEN.)

APPLICATION FOR A REVIEW REJECTED.

BABA SHAMBOO BIN MAHADEO SHAMBOO, APPELLANT, VS. DASSAPA BIN CHITAMBERAYA, RESPONDENT.

MR. DHIRAJLAL MATHOORADAS for special appellant, and Mr. Shantaram Narayen and Rao Saheb V. N. Mandlik for special respondent.

The appellant was the original plaintiff, and the respondent the original defendant. The claim in the original suit, amounting to Rs. 2,436-12-0, was heard before Mr. A. L. Spens, then Acting Judge of Canara, who rejected the claim, which was to cause defendant Dassapa to desist from obstructing plaintiff in his possessions of certain land leased to him, and to establish his title against all the defendants. The plaintiff was saddled with all the costs in the suit. A regular appeal was admitted into the High Court from the decision of the lower Appellate Court in December 1869. The High Court reversed the decree of the lower court, and awarded to plaintiff three-eighths of the land described in the plaint, with costs in proportion. On the 30th March 1870, a petition for review made by the respondent was heard; and on the arguments raised, the High Court gave the following judgment:—

In this suit, in which judgment was given on the 8th of December last, a petition of review has been presented by the respondent, and on the 30th of March counsel were heard in support of it. The points then raised were, with two exceptions, the same which were raised and argued by counsel at the hearing of the appeal, and were considered and decided upon by the Court. A review is not allowed by the Code of C. } Procedure merely in order that the applicant may have the case re-argued, which was indeed admitted by the learned counsel who appeared in support of the petition and who had not been present at the hearing of the appeal or been properly informed of what was then done. There are, therefore, only two points to be considered. The first is, as stated in the last paragraph of the petition for review, that no evidence on the side of the appellant having been gone into, the question of whether the appellant's deed was or was not fraudulent, could not be determined, an opportunity for recording which ought to have been given to the petitioner. We think it is not desirable that we should in this case attempt to lay down any rule as to what fraud, whether actual or constructive, will invalidate a registered instrument. The defence that——ought to have been distinctly raised in the lower court; and if this was not done, we think the Court ought not to allow it on appeal, still less on an application for a review. The respondent in his written statement says as follows—"There was no connection (or occasion) for the execution of the documents in dispute: and the dispute respecting their registration in the Registrar's office having not yet terminated, the documents are not taken in possession. Under such circumstances it is a quite irregular procedure to institute a fresh action upon the support of documents respecting which a dispute pending before a competent authority has not been yet disposed of in any way. The plaintiff did not enjoy the property under claim. The plaintiff's own admission in one heading (or a para.) of the plaint, that obstruction was offered by me to his enjoyment of the property, will clearly show that his assertion of the enjoyment is not true. Defendants Nos. 1, 2, 3, and 4, together with their remaining co-sharers, leased, on the perpetual lease, their eighth share of the property on the 21st June 1865, corresponding with the 13th Jeshth Bahula, in the year of Krodhana, for Rs. 600 and oocoanuts 2,000, delivered the property in his possession and passed a document; and whilst he (Thurrabhoy) was making improvements upon and cultivating the lands, the said Venkatramana Hegide sold all his rights in the said property to me by a writing called *Mela Dastaveej*, dated 10th October of the same year. On the receipt of Rs. 500 from me which he had expended on the property, and gave the property in my possession. Since that time the assessment of the property has been paid by me, and it has remained in my enjoyment by who has spent a heavy sum upon it. Such being the case, it was incompetent for the defendants Nos. 1, 2, 3, and 4, to lease the lands perpetually to the plaintiffs again; and these documents having been executed when a dispute was pending respecting the two documents mentioned in the plaint, in which it cancels itself being executed by persons who have no claims to the property—the subject of the claim." The defence here set up is that the plaintiff had not got possession of the documents and had not enjoyed the property, and that the defendants Nos. 1, 2, 3, and 4, having granted a perpetual lease to Venkatramana Hegide, the latter could not grant a lease to the lands to the plaintiff. There is no suggestion of any fraud on the part of the plaintiff, or that the lease to him was granted fraudulently or colourably in order to get it registered and defeat the prior lease. And further, it appears in the proceedings before the Acting Judge that no issue as to the lease to the plaintiff being fraudulent was sought by the respondent; and if the respondent's pleader had raised that question in his argument, it is almost certain there would have been some allusion to it in the Court's finding. Lastly, when the case came before us on regular appeal, and we were at liberty to look into the evidence and draw any inferences of fact from it, no suggestion was made by the respondent's counsel that the plaintiff's lease appeared to have been fraudulent. If such a suggestion had been made, and the Court had allowed the question to be then raised, we think the evidence in the case would certainly not have justified the Court in finding the plaintiff's lease to be fraudulent. We are therefore of opinion that it would be improper for this Court to grant a review in order that the suit may be remanded, and the petitioner be allowed to raise the question of fraud. The other point taken was that the lease to Venkatramana Hegide was registered under Act XX of 1866, and was properly registered under section 24 of that act. The documentary evidence shows that this was not so. The lease is dated the 21st of June 1865 and was filed with the plaint in the Moonsiff's Court on the 18th December in the suit by Venkatramana Hegide. On the 15th of December 1865 he petitioned the Court to have it returned to him for the purpose of registration, which was ordered on the same day on a true copy of it being placed on the record. This was done on the 16th of December, on which day, as appears by the endorsements exhibit 142, it was presented for registration, and was registered on the 26th of November 1866 upon an order made by Mr. Thelwall, the Acting Registrar, dated the 16th November, in which modifying a previous order of his he determined that the date on which the deed was produced in the Moonsiff's Court was to be considered the date of presentation for registration. He had no authority to make such an order, and the defect is not one of procedure within section 88 of the Act of 1866. On the 10th of December 1865, when the lease was presented for registration Act XVI of 1864 was in force, and the Registrar had no power to receive it, it being prohibited by section 18. His doing so illegally and retaining the money funds of Act 1866 cannot be considered as a presentation which brings it within section 24. The third section of the latter Act applies only to things duly done under the former. The application for a review must therefore be refused.

ELOPEMENT OF A CLERGYMAN'S DAUGHTER.—William Jones, the son of a prosperous farmer of Tan-y-bryn, Llanvaelog, Anglesey, has been brought up before the Liverpool magistrates, charged with perjury. On the 11th May, the prisoner had eloped with Miss Anne Williams, daughter of the Rev. R. Williams, rector of the parish of Llanvaelog, and on the 12th had made a declaration before the superintendent registrar at Liverpool, that Miss Williams and he had been for 15 days previously residing in Liverpool. It was upon this that the charge was founded. Mr. Carr, upon the part of the Rev. B. Williams, stated that as Miss Williams had returned to her father, he was willing to forego the prosecution upon the prisoner's expression of the penitence. This the prisoner declined to give, and the charge was withdrawn without it, the magistrate remarking that, as far as the case had proceeded, there was no proof of the charge. There was much applause in court.

INTERESTING CASE CONCERNING A MORTGAGE.

GANGBAEE WIDOW, VS. AHMEDBHOY HUBBIBHOY, RAHIMBHOY HUBBIBHOY, AND THARRABHOY TOPUN.

ON 12th April, Mr. Anstey, instructed by Messrs. Macfarlane and Skipsey, appeared before Mr. Justice Bayley on behalf of the plaintiff in this case, and moved for an order *nisi* on the defendant Rahimbhoy Hubbibhoy to show cause why he should not be restrained, until the decision of this suit, from in any way exercising or attempting to exercise the power of sale contained in an indenture of mortgage, dated 30th September 1867, between the plaintiff and the said Rahimbhoy, and from in any way advertising or notifying the property comprised in the said indenture or any part of such property for sale.

In support of his motion Mr. Anstey read an affidavit by Mr Fazul Noor Mahomed, in which it was stated that the deponent Fazul Noor Mahomed was the son of Gangbaee, the plaintiff, and was acting as her attorney, and that all matters stated in the plaint as having been done by the plaintiff were done by Fazul Noor Mahomed as her attorney. The present suit was brought to obtain an injunction of the Court against Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy, restraining them from exercising in any way the power of sale mentioned in the plaint, with a declarator of the liability of the defendant Ahmedbhoy (Abdbhoy), either alone or with Rahimbhoy Hubbibhoy, to compensate and make good to the plaintiff and indemnify her against all losses which she had sustained through their respective actings and defaults and a decree pursuant to such declarator for the payment of Rs. 75,000 to the plaintiff, or that the same might be allowed and credited to her in taking the account of what is due from her to the defendants, Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy, upon the footing of the mortgage mentioned, and that she might be permitted to redeem the mortgage, she submitting so to do, or that the defendants, Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy, might be put to their election whether to concur in and execute the conveyance afterwards mentioned to the third defendant, or to submit to be redeemed their own mortgage, or else to a decree for the sale of the here, ditaments therein comprised and all consequential relief in the premises. It was then stated that in September 1867 Fazul Noor Mahomed on behalf of the plaintiff applied to Ahmedbhoy Hubbibhoy, and requested him to lend the plaintiff the sum of Rs. 59,575 for the purpose of satisfying a judgment obtained against her by Rahimbhoy Hubbibhoy in the High Court some time previously. Ahmedbhoy assented, stating that he would arrange to get the money required lent by the co-partnership firm of Ahmedbhoy Hubbibhoy and Co., of which he was a managing partner and the defendant Rahimbhoy the only other partner, but upon the following conditions that she should pay interest on the loan at the rate of 15 per cent. per annum; that all securities for repayment of the money should be taken in the name of Rahimbhoy Hubbibhoy only, Ahmedbhoy being averse to his name appearing in that transaction. To those conditions the plaintiff acceded, and an indenture of mortgage of her landed estate being prepared in the name of Rahimbhoy Hubbibhoy as sole mortgagee of the said estate, the said sum was on 30th September 1867 out of the said co-partnership moneys advanced and paid to her by means of a credit of equal amount being given given to her in the co-partnership books in satisfaction of the said judgment. The plaintiff then executed the indenture of mortgage to the defendant Rahimbhoy Hubbibhoy, and it has been since then in the power of Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy. The affidavit then said the plaintiff was advised and submitted that in respect not only of the premises, but also of his actings and defaults afterwards named, Rahimbhoy was concerned only as the trustee for or agent of the said co-partnership firm, and that it was believed that about the time of the advance the plaintiff was debited with the whole of the principal sum by Ahmedbhoy. Then Ahmedbhoy being up to 30th January 1868 very importunate for immediate payment of the loan, under threats of causing his co-defendant Rahimbhoy to exercise the power of sale, if such payment were not immediately made, the plaintiff in order to raise a portion of the money at once and having the expectation of receiving from another quarter enough to discharge the residue, requested Ahmedbhoy and Rahimbhoy to allow her to put up for sale by public auction part of the property mortgaged, being land and house in Shamjee Hussajee Street, and to acquiesce and concur in the purchase deed thereof, she promising that the purchase money should be applied in payment, so far as it would go, of the loan and interest. Having at first obtained the consent of these two defendants, the plaintiff caused advertisements to be inserted in the newspapers notifying of her intention to sell the said premises. These advertisements were continued till within a few days of the date of sale, when by the request of both Ameobhoy and Rahimbhoy they were altered by the insertion of words to the effect that the sale was by consent of the mortgagor. The sale took place on 25th August 1869 in presence of Rahimbhoy Hubbibhoy, and Tharrabhoy Topun was the highest bidder and was declared the purchaser of the property for Rs. 47,000, of which Rs. 11,750 were then paid as an instalment, and the auctioneer was congratulated by Rahimbhoy on the good price realised. On 20th October 1869 Fazul Noor Mahomed on behalf of the plaintiff paid to Rahimbhoy Hubbibhoy, through Ahmedbhoy Hubbibhoy, the sum of Rs. 25,000 in part payment of the loan, such payment being made [illegible] at the express request of Rahimbhoy, who told Fazul Noor Mahomed that Ahmedbhoy had the mortgage deed in his possession; and on 22nd February 1870 Tharrabhoy Topun on behalf of the plaintiff tendered to Rahimbhoy the sum of Rs. 25,374-15-0, which was the sum then due on account of the mortgage, but Rahimbhoy refused to accept that money. Ahmedbhoy Hubbibhoy now pretended that the sum of Rs. 53,000 was placed in his hands by way of deposit only, and upon condition that he should not be called upon to pay interest for it, and not at all with reference to the mortgage, which pretences are untrue, and he has refused to carry the same to the plaintiff's account, or accept it towards satisfaction of the mortgage debt, or to repay the same to the plaintiff except upon the condition of her signing a paper affirming the truth of some of his said false pretences, which the plaintiff has refused to do, and both Ahmedbhoy and Hubbibhoy decline to accept from her or from Tharrabhoy Topun the money remaining due. In consequence of the actings and defaults of the defendants, Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy, it was impossible for the plaintiff to complete the title to the property sold, or to make conveyance of it to Tharrabhoy Topun, whereupon a suit was instituted in the High Court against her by Tharrabhoy in November 1869 for specific performance of the agreement, which suit she was obliged to compromise by undertaking for the performance of the agreement by the execution of a good deed of conveyance of the premises to Tharrabhoy on or before 10th November next; and by the said actings and defaults of the defendants, Ahmedbhoy and Rahimbhoy, the plaintiff has been put to great pecuniary charges and liabilities. Tharrabhoy Topun was now willing and desirous to take conveyance of the property and to pay the residue of the purchase-money. The defendants, Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy, now threatened to put into force the power of sale over the mortgaged premises, and had lately notified on 8th March 1870 through their solicitors to the plaintiff that they meant to proceed to a sale of the property within one month failing the payment of the principal sum and interest secured by the mortgage. The property was worth about three lakhs of rupees; and the plaintiff submitted that the defendants, Ahmedbhoy Hubbibhoy and Rahimbhoy Hubbibhoy, should be restrained from exercising the power of sale; that she is entitled to redeem the property; and that in taking the account of what was due and owing from her, the defendants Ahmedbhoy and Rahimbhoy, or one of them, ought to be charged with all moneys of the plaintiff so paid by her as aforesaid, and with liabilities so incurred by her as aforesaid.

His Lordship granted a rule requiring Rahimbhoy Hubbibhoy to show cause why he should not be restrained until the decision of the suit from attempting to exercise the power of sale, and from notifying the same for sale.

On Thursday last, Mr. McCulloch and Mr. Macpherson appeared before Mr. Justice Green on behalf of Rahimbhoy Hubbibhoy to show cause against the rule, and Mr. Anstey for the plaintiff to move that the rule be made absolute.

The Advocate General (Mr. Scoble) also appeared for Ahmedbhoy Hubbibhoy.

Mr. Anstey objected to Mr. Scoble being heard, as the rule was not directed against his client, but against Rahimbhoy.

Mr. McCulloch addressed the Judge at some length as to the facts of the case, admitting that the money advanced to the plaintiff was partnership money, and put in Rahimbhoy's name simply for convenience. He then referred to an affidavit which had been filed by Rahimbhoy, which stated that when he (Rahimbhoy) was asked by Fazul Noor Mahomed to advance to the plaintiff the amount of the judgment, interest, and costs, on the security of landed and other property, he, considering the matter a good investment and character of Fazul Noor Mahomed, and that he had been insolvent, and believing that he would in some way involve him in litigation in the matter, at first refused to accede to the application, but at length agreed at the earnest solicitation of Fazul Noor Mahomed to advance the amount. It was not true that the negotiations for the mortgage took place between Fazul Noor Mahomed and Ahmedbhoy alone, for the application for the mortgage was made to Rahimbhoy, and the terms thereof discussed by Fazul Noor Mahomed with him as well as with Ahmedbhoy. It was also untrue that Ahmedbhoy was the only managing partner in the firm, for Rahimbhoy also took part in the management of the firm, in which both were equally interested. It was also untrue that because Ahmedbhoy was for some reason averse to his name appearing in the transaction, the securities for the mortgage were agreed to be taken in Rahimbhoy's name only, or that the mortgage was executed to Rahimbhoy by the express direction of Ahmedbhoy, the fact being that the money due to him by the plaintiff was due by reason of Rahimbhoy having purchased in his name and with partnership funds a decree of the Bank of General Financial Corporation against the plaintiff, and the judgment having been obtained in his name the mortgage was likewise taken in his name and the money advanced by means of a credit in the books of the firm. The indenture of mortgage was kept in a strong iron box which was kept by Rahimbhoy and Ahmedbhoy, and the indenture remained in the box until some time in the month of December or January last, when in consequence of the dissolution of the partnership and of certain disagreements between him and his brother relating to the partnership accounts and the accounts of the estate of their father, Rahimbhoy ceased to go to the office, and took away the indenture of mortgage. The deponent submitted that the plaintiff having executed the indenture of mortgage to him in his individual capacity, and the mortgaged premises being legally vested in him, the plaintiff should not be allowed to take notice of any trust or agency between him and his co-partnership firm. Deponent and he believed his brother Ahmedbhoy had made repeated and pressing demands on the plaintiff to pay the principal and interest, and he expressed his intention to exercise the power of sale; but he denied that plaintiff or any person on her behalf ever requested him or as far as he knew his brother to allow the plaintiff to put up to public auction the house in Shamjee Hussajee Street, nor did he ever assent to any such request; and he said that the advertisements mentioned in the affidavit of Fazul Noor Mahomed were published without his knowledge or consent, and to the best of his knowledge and belief without the knowledge or consent of Ahmedbhoy. On the contrary, he had told Fazul Noor Mahomed that in publishing such advertisements he had acted very imprudently, and that he would put a stop to the sale, when Fazul Noor Mahomed entreated him not to do so, saying it was merely an experiment to see how much the property would fetch. He also denied that the terms of the advertisement were so altered as alleged by the plaintiff by his direction. Admitted that the advertisement which appeared in the papers stated that the sale was by sanction of the mortgagor, but as he had been told the sale was only an experiment he did not interfere. The sale by auction did take place, but Rahimbhoy distinctly alleges that he was not present. During the progress of the sale (his house also being in Shamjee Hussajee Street) Fazul Noor Mahomed came to him, informed him that Tharrabhoy Topun by his son had bid Rs. 47,000, and that if he authorised some one to bid against Tharrabhoy he would probably increase his bidding, and as he told him to bid Rs 1000 more on the plaintiff's account, at the same time giving him a written authority to bid on her account to the extent of Rs. 48,000, but he refused to do so. He had searched for but could not now find that written authority. He then left his house to go to the Khan Bazaar, and in the street met several persons who told him that the house had been purchased by Tharrabhoy Topun for Rs. 47,000. On coming to the house which had been sold, he met Mr. Crawford, auctioneer, to whom he stated that he thought the property had realised a good price and more than could have been expected. About a day or two after the sale, Fazul Noor Mahomed came to him (deponent) and requested him not to annul or disturb the sale, but to concur, and to join in executing a deed of conveyance to the purchaser, at the same time offering to pay him the whole of the purchase money on account of the sum due to him, when he told Fazul that, though he did not consent to the sale, he would not object to its being completed if the plaintiff would pay the whole amount of the mortgage debt and interest, which had then been long due, and Fazul said he would endeavour to do so. The whole of that money was still due, and never having been tendered to him he now refused to accept the sum of Rs. 47,000 (which had never been offered to him) from Tharrabhoy, or to concur in the sale or grant inspection of the title deeds or to accept payment of any part of the amount due. He however was now and had always been ready to receive the entire principal and interest. Denied the allegations of the plaintiff as to the payment by him through Ahmedbhoy Hubbibhoy of Rs. 53,000. Some time in the month of October, Fazul Noor Mahomed had told him plaintiff had received a large sum of money and had asked him to receive the same as part payment, but he distinctly refused to receive any sum in part payment and further he had told Fazul Noor Mahomed that as the partnership between him and his brother had been dissolved, and it was desirable that the partnership accounts should be closed, he required the payment of the entire sum due on the mortgage to be made at once. About a day or two after that, he (deponent) was very much surprised at being informed by Fazul Noor Mahomed that he had paid Rs. 53,000 on account of

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…point, Mr. Eden officially
…ported the state of things in
…d now for some time been
…of Dalingcote, a frontier offi-
…to aid the advance of the mis-
…ts showed that a new Deb Raja
…o Government of India ordered
…. The next page of the Blue
…the father of the Deb
…een treated with insult and obliged
…to sign two papers agreeing to make over
…m Doogars and Jupigoree to Bhutan, and
render all run…slaves and political offenders."
Deb and Dhurm Rajas were found to be mere
puppets, and Tongso Penlow, a Bhutia chief, was the
real power in the state. "In our opinion," said Sir
John Lawrence and his Council, "it would have been
well had Mr. Eden given up his mission, particularly
after he arrived at Paro. It was clear at the outset
that the Bhutanese had no intention of receiving him;
they did more to deter him from proceeding forward,
almost from the very first; and the behaviour of even
the Paro Pilo was anything but encouraging and
friendly." "Having once determined to press on and
reach the capital of Bhutan, Mr. Eden's conduct was
resolute and dignified, so far as it well could be, and it
appears to us he could not have acted otherwise than he
did." On the strength of this Despatch, based as it
is…on an official *precis* of the correspondence drawn
up in the Foreign Office, Mr. Eden was assailed
with a torrent of abuse by the Indian press for
the rashness, self-sufficiency, and foolhardiness which
had led him to push on into Bhutan. He
had failed, and the English people cannot
brook failure. His conduct under the personal insults
he received there was also, in spite of the encomium
of the Government of India and the Secretary of State,
made the subject of reprobation. He was called fool-
hardy for pressing on without his guard, and in the
same breath reproached with cowardice for his self-re-
straint under insult which alone saved the lives of those
who were with him. Had Mr. Eden been more hasty
and less firm, the public would have had the satisfac-
tion of a bloody tragedy, and the Government would
have had to pay for the annexation of Bhutan. We are
content to accept Sir John Lawrence's verdict as the
…part of the…while the pub-
lic raged, there was fierce official war behind the scenes.
The Foreign Office *precis* had stated that Mr. Eden
had never officially reported to Government his depar-
ture or progress, till he communicated the news of
his utter failure. It had accordingly been ce…
sured for pressing on into the country—as though the
Government had been kept in the dark as to his inten-
tions and proceedings. Mr. Eden, however, asserted
that he had regularly reported the facts of his po-
sition in letters to the Secretary to the Government of
India with the Governor-General, in accordance…with
his instructions. Government, when taken to task
about this by the Press—and notably by the *English-
man*, which insisted on the whole truth being brought
to light—declared as follows :—"There is no letter,
public or demi-official, upon the records, nor was any
received *in the office* at the period referred to other than
those quoted in the papers laid before Parliament."